



1003499

WARRANTY DEED.

Printed by the Chicago Legal News Co.

# This Indenture, Witnesseth,

That the Grantor, The Calumet Canal and Improvement Company, a corporation duly organized under the laws of the State of Indiana, for and in consideration of the sum of Thirty Eight Thousand Eight Hundred and Fifty Dollars, in hand paid,

Conveys and Warrants to The Grasselli Chemical Company corporation organized under the laws of the State of Ohio of the \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_ the following described Real Estate, to-wit:

Lot Number One (1), in Section Thirty Three (33) Township Thirty Seven (37) North, Range Nine (9) West of the Second Principal Meridian, containing forty five and six tenths ( $45\frac{6}{10}$ ) acres, more or less, the Lot Number Four (4) in Section Thirty Four (34) Township Thirty Seven (37) North, Range Nine (9) West of the Second Principal Meridian, containing sixty eight and seven tenths ( $68\frac{7}{10}$ ) acres, more or less, together with all riparian rights appurtenant thereto. Excepting a fifty foot strip, the center line of which is described as follows: Commencing at a point on the East line of Lot Number Four (4) of Section Thirty Four (34) twenty five feet north of the East and West center line of said Section, thence northwesterly on a tangential curve to the

South East and having a radius of nineteen hundred and ten and  
one tenth ( $1910\frac{1}{10}$ ) feet for a distance of four hundred and fifty eight  
and three tenths ( $458\frac{3}{10}$ ) feet thence northwesterly, ~~across said Lot~~  
Four (4) Lots One and Two (1 & 2); Three and Four (3 & 4) of the north  
one half of Section Thirty Three (33) to a point of curve, thence  
on a tangential curve, convex to the North East and having a  
radius of nineteen hundred and ten and one tenth ( $1910\frac{1}{10}$ ) feet  
for a distance of four hundred and fifty eight and three  
tenths ( $458\frac{3}{10}$ ) feet to a point fifteen hundred and forty five  
(1545) feet from the north line of and nine hundred and eighty  
eight (988) feet east of the west line of Section Thirty Three (33)  
thence west fifteen hundred and forty five (1545) feet  
from and parallel with the north line of Section Thirty Three (33)  
to the west line thereof.

situated in the County of Lake, in the State of Indiana.

In Witness Whereof, the said, The Calumet Canal and Improvement Company hath  
caused its corporate seal to be hereto affixed and the name of its  
President and Secretary to be hereto subscribed, this Thirtieth  
day of August A. D. 1892

Robert E. God.

President.

ATTEST:

John A. Watson

Secretary.

0.1500  
8/30/1892

State of Illinois, }  
COUNTY OF COOK, }

I, George M. Lewis, a Notary Public in and for the County and State aforesaid, Do hereby Certify that Robert Ford, President of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in writing, appeared before me this day in person and acknowledged that he is, and was at the time of the execution of said Instrument in writing, the President of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, and that as such President he caused to be affixed to said Instrument the corporate seal of said company, and that he executed and delivered the said Instrument of writing as the free and voluntary act of said, The Calumet Canal and Improvement Company, by authority of the Board of Directors of said Company, for the uses and purposes therein set forth, and that the seal thereto attached is the common and corporate seal of said, The Calumet Canal and Improvement Company.

And I Do Further Certify, that the said John H. Watson, Secretary of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, who is also personally known to me to be the same person whose name is subscribed to the foregoing Instrument in writing, also appeared before me this day in person and acknowledged that he is, and was at the time of the execution of said Instrument in writing, The Secretary of said, The Calumet Canal and Improvement Company, and that he, as such Secretary, signed, sealed and delivered the said Instruments in writing, in attestation of the due execution thereof as the free and voluntary act and deed of said, The Calumet Canal and Improvement Company.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal in the County and State aforesaid, this Thirtieth day of August, in the year of Our Lord one thousand eight hundred and ninety-two.

George M. Lewis  
Notary Public.

**Warranty Deed.**

The Calumet Canal and Improvement  
Company

-TO-

Lot 7 & 4  
Chicago

Return to my office  
429) Harrison Street  
Chicago  
Warranty Deed.

The Calumet Canal and Improvement  
Company

8/30/1892

-TO-

The Grasselli Chemical

State of Indiana }  
Lake County. } SS. No.

This Instrument was filed for record in the Recorder's  
Office of Lake County aforesaid, on the  
1<sup>st</sup> day of October  
A. D. 1892 at 4 o'clock P. M.  
and recorded in Book 61 of Deeds  
on Page 311

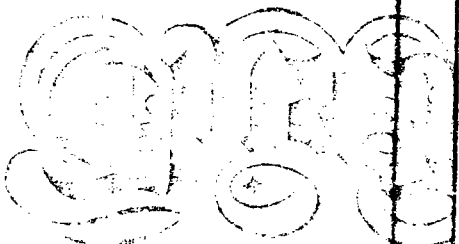
Edward P. Aines  
Recorder.

DULY ENTERED FOR  
TAXATION

OCT 1 1892

Norace Marble  
Auditor Lake Co.

14-1-92-4 P.M. Sub 143



Chicago Point Lake



# This Indenture, Witnesseth,

That the Grantor, The Calumet Canal and Improvement Company, a corporation duly organized under the laws of the State of Indiana, for and in consideration of the sum of Fourteen thousand eight hundred and eighty (\$14880) —

Dollars, in hand paid,  
Conveys and Warrants to The Grasselli Chemical Company, a  
Corporation organized under the laws —

of the \_\_\_\_\_ County of \_\_\_\_\_ and State  
of Ohio — the following described Real Estate, to-wit:

Lot two (2) in Section thirty three (33) Township thirty seven (37) north Range Nine (9) west of the Second Principal Meridian, Lake County, Indiana, containing thirty seven and twenty hundredths, ( $37\frac{20}{100}$ ) acres more or less, with all riparian rights belonging thereto, excepting a fifty foot strip the center line of which is described as follows — Commencing at a point on the East line of lot four of Section thirty four twenty five feet north of the East and West center line of said section, thence northwesterly on a tangential curve convex to the Southwest and having a radius of Nineteen hundred and ten and one tenth ( $1910.1$ ) feet for a distance of four hundred and fifty eight and three tenths ( $458.3$ ) feet; thence northwesterly across said lot four, lots one and two, three, and four of the North one half of Section thirty three to a point of curve; thence on a tangential curve convex to the North east and having a radius of Nineteen hundred ten and one tenth ( $1910.1$ ) feet for a distance of four hundred and fifty eight and three tenths ( $458.3$ ) feet to a point fifteen hundred and forty five ( $1545$ ) feet from the North line of, and nine hundred and eighty eight feet east of the West line of Section thirty three; thence west fifteen hundred and forty five ( $1545$ ) feet from and parallel with the North line of Section thirty three to the West line thereof — situated in the County of Lake, in the State of Indiana.



In Witness Whereof, the said, The Calumet Canal and Improvement Company hath caused its corporate seal to be hereto affixed and the name of its President and Secretary to be hereto subscribed, this twenty fourth day of December A. D. 1891.

ATTEST:

Robert E. Ford

Secretary.

J. Kennedy Ford

President.

12/28/1891

State of New York, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, Fredrick H. Hornik, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that Robert C. Laaf, President of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in writing, appeared before me this day in person and acknowledged that he is, and was at the time of the execution of said Instrument in writing, the President of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, and that as such President he caused to be affixed to said Instrument the corporate seal of said company, and that he executed and delivered the said Instrument of writing as the free and voluntary act of said, The Calumet Canal and Improvement Company, by authority of the Board of Directors of said Company, for the uses and purposes therein set forth, and that the seal thereto attached is the common and corporate seal of said, The Calumet Canal and Improvement Company.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal in the County and State aforesaid, this 28th day of December, in the year of Our Lord one thousand eight hundred and ninety one.

Fredrick H. Hornik  
Notary Public, Keeps  
Certificate filed in New York County.

State of Illinois, }  
COUNTY OF COOK. } ss.

I, Marshall Lapham, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert C. Laaf, Secretary of said, THE CALUMET CANAL AND IMPROVEMENT COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in writing, appeared before me this day in person and acknowledged that he is, and was at the time of the execution of said instrument in writing, the Secretary of said, The Calumet Canal and Improvement Company, and that he, as such Secretary, signed, sealed and delivered the said instrument in writing, in attestation of the due execution thereof, as the free and voluntary act and deed of said, The Calumet Canal and Improvement Company.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid, this 28th day of December, A. D. 1891.

Marshall Lapham  
Notary Public.

Warranty Deed.

THE CALUMET CANAL AND IMPROVEMENT COMPANY

TO  
Grasselli Chemical Company

12/24/1891

State of Indiana }  
No.        }  
Make COUNTY. }

This Instrument was filed for Record in the Recorder's office of the County aforesaid, on the 8th day of January, A. D. 1892, at 8 o'clock A.M., and recorded in Book 59 of Deeds, on page 284.

Edward P. Ames  
Recorder.

• ONLY ENTERED FOR TAXATION •

Henry S. 92  
Roman Maiden  
OF LAKE CO. IND.

THIS INDENTURE WITNESSETH, that the East Chicago Belt Railroad Company a corporation of the State of Indiana acting herein by its officers hereunto duly authorized, in consideration of the sum of Ten(10)Dollars, conveys and warrants to the East Chicago Company, also an Indiana corporation, the following described real estate, to-wit -

A strip of land sixty six(66)ft wide across the east half(E.1/2)of Section thirty four(34)Township thirty seven(37)North, Range nine(9)west of the second principal Meridian, Lake County Indiana, and across the east half(E.1/2)of the west half(W.1/2) of said Section thirty four(34)said strip being thirty three (33)ft.on each side of the center line running east and west thorough the center of Section thirty four(34)aforesaid(excepting therefrom the right of way of the Indiana Natural Gas Company and excepting therefrom so much of the following tract of land as lies within said sixty six(66)foot strip, and which is described as a strip of land fifty(50)ft.wide, being twenty five (25)ft.on each side of a center line described as follows, to-wit - Commencing at a point of curve on a tangent line parallel to and seventy(70)ft.distant southwesterly from the center line of the pipe line of the Indiana Natural Gas & Oil Co. as described in agreement between the Calumet Canal & Improvement Co. and Chas. M. Hequembourg dated May the thirty first(31)1890, and running southeasterly on a curve of fourteen hundred thirty two and seven tenths(1432.7)ft.radius convex to the southwest a distance of eight hundred and thirty nine(839) ft.more or less to a point of tangent on the east and west center line of said Section thirty four(34)aforesaid.

Containing five and four tenths(5.4)acres more or less.

Also a triangular piece of land in the southwest corner of the southeast quarter(S.E.1/4)of the northwest quarter(N.W. 1/4) of Section thirty four(34)aforesaid, described as follows:

Towit - Beginning at a point on the west line of the Southeast quarter(S.E.1/4)of the northwest quarter(N.W.1/4) of said Section thirty four(34)which is 50 feet north of the southwest corner thereof;thence eastwardly two hundred(200') ft.to a point on a line thirty three(33')ft.north of and parallel with the south line of said south east quarter(S.E.1/4)of the northwest quarter(N.W. 1/4) thence westerly to a point on the west line of said southeast quarter(S.E.1/4)of the northwest quarter(N.W.1/4)which is thirty three(33')ft.north of the southwest corner thereof, thence north to the place of beginning.

Containing thirty nine(.39)hundredths acres, more or less.

Above described right of way is shown in red on plat hereto attached and made a part hereof.

IN WITNESS WHEREOF said East Chicago Belt Railroad Company acting herein by F.S.Winston its President, and James Miles, its Secretary, has caused its name to be hereunto subscribed and its corporate seal to be affixed by its said officers, this 1st day of February A.D.1904.

East Chicago Belt Railroad Company.

By F. S. Winston, President.

Attest:

James Miles, Secretary.

State of Illinois.(  
County of Cook. )ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally came F. S. Winston, President and James Miles, Secretary of the East Chicago Belt Railroad Company and as such officers and for and on behalf of said Company acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this 1st day of Feby.  
A.D.1904.

M.S.Bainbridge, Notary Public.

Seal.

THIS INDENTURE WITNESSETH, that The Grasselli Chemical Company, a corporation of the State of Ohio, acting herein by its proper officers, hereunto duly authorized, in consideration of the sum of Ten(10)Dollars conveys and warrants to the East Chicago Belt Railroad Company a corporation duly organized under the laws of the State of Indiana, the following described real estate, being a strip of land fifty(50')feet wide, extending across the south half(S.1/2) of the northeast quarter(N.E.1/4) of section thirty-three(33) and across the southwest quarter (S.W.1/4) of the northwest quarter(N.W.1/4) of Section thirty four(34)all in Township thirty seven(37)North, Range nine(9) west of the second principal Meridian Lake County, Indiana, being twenty five(25)ft. each side of a center line described as follows, to-wit -

Commencing at the point of intersection of the west line of the south half(S.1/2) of the north east quarter(N.E.1/4) of Section thirty three(33)aforesaid, and a line parallel to and four hundred and ninety one and nine tenths(491.9)feet distant southerly from the north line of said south half(S.1/2) of the north east quarter(N.E.1/4) of Section thirty three(33) and running in an easterly direction along said parallel line two thousand six hundred forty three and forty seven hundredths (2643.47)feet, to its point of intersection with the east line of said Section thirty three(33:thence continuing easterly on straight line thirteen hundred thirteen and thirty four (1313.34')~~feet~~ hundredths feet to point in east line of southwest quarter(S.W.1/4)of northwest quarter(N.W.1/4)of section thirty four(34)aforesaid, said point being five hundred four(504')feet distant from the northeast corner of said southwest quarter (S.W.1/4) (Except therefrom that part of the 50 foot right of way of the East Chicago Belt Railroad Co. as lies within above described tract).

Containing 4.31 hundredths acres, more or less, 2.81 acres being in Section thirty three(33)and one and five tenths(1.5) acres in Section thirty four(34) aforesaid.

Subject to existing highways.

Said parcel is shown in yellow on plat hereto attached, marked "Exhibit A", and hereby made a part hereof.

IN WITNESS WHEREOF said Grasselli Chemical Co. acting herein by Daniel Bailey its 2nd Vice President, and its Secretary has caused its name to be hereunto subscribed and its corporate seal to be hereunto affixed by its said officers this 1st day of February A.D.1904.

Grasselli Chemical Company.

ByDaniel Bailey 2nd Vice President.

Attest:

By E.R.Bailey, Asst. Secretary.

State of Ohio                    )  
County of Cuyahoga.           (ss.

Before me, the undersigned, a Notary Public, in and for said County and State, personally came Daniel Bailey, 2nd Vice President and E. R. Bailey, Asst. Secty. of The Grasselli Chemical Company, and as such officers and for and on behalf of said Company, acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this first day of February A.D.1904.

W. R. Gribben, Notary Public.

Seal.

THIS INDENTURE WITNESSETH, that the East Chicago Belt Railroad Company, a corporation duly organized under the laws of the State of Indiana, acting herein by its proper officers, hereunto duly authorized, in consideration of the sum of *Ten* dollars (\$ *10<sup>00</sup>*) conveys and warrants to the Grasselli Chemical Company, a corporation of the State of Ohio, the following described real estate, being a strip of land fifty (50) feet wide, across the south half (S.1/2) of the northeast quarter (N.E.1/4) of Section thirty-three (33) Township thirty-seven (37) North, Range nine (9) West of second principal meridian, Lake County, Indiana, said strip being twenty-five (25') feet on each side of a center line described as follows, to-wit:-

Beginning at a point on the west line of the northeast quarter (N.E.1/4) of said Section thirty-three (33), which is four hundred eighty (480) feet south of the northwest corner of the south half (S.1/2) of said northeast quarter (N.E.1/4) of Section thirty-three (33) thence southeasterly to a point on the east line of said Section thirty-three (33) which is two hundred sixty-seven and fifty-five hundredths (267.55) feet north of the southeast corner of said northeast quarter (N.E.1/4) of Section thirty-three (33). (Excepting therefrom so much of a fifty (50) foot strip of land extending across said south half (S.1/2), the center line of which is parallel to and four hundred ninety-one and nine tenths (491.9) feet distant from the North line of said South half (S.1/2), as lies within aforedescribed tract.)

Containing two and ninety-two hundredths (2.92) acres more or less, subject to existing highways.

Said parcel is shown in red on plat hereto attached, marked "Exhibit A" and hereby made a part hereof.

Also a strip of land fifty (50) feet wide, across the southwest quarter (S.W.1/4) of the Northwest quarter (N.W.1/4) of Section thirty-four (34), Township and Range aforesaid, said strip being twenty-five (25) feet on each side of a center line described as follows:-

Beginning at a point on the east line of the said southwest quarter (S.W.1/4) of the northwest quarter (N.W.1/4) of Section thirty-four (34), which is twenty-five (25) feet north of the center line running east and west through Section thirty-four (34): thence by tangential curve convex to the southwest with a radius of one thousand nine hundred ten (1910) feet, a distance of four hundred fifty eight (458.3) and three tenths feet, to a point, thence northwesterly on a line tangent to the last described curve to a point on the west line of said Section thirty-four (34), which is two hundred sixty-seven and fifty-five hundredths (267.55) feet north of the center line running east and west through Section thirty-four (34) aforesaid.

Containing one and fifty-six hundredths (1.56) acres more or less.

Said parcel is shown in yellow on plat hereto attached marked "Exhibit A" and hereby made a part hereof.

IN WITNESS WHEREOF, said East Chicago Belt Railroad Company acting herein by F.S. Winston its President, and James Miles its Secretary, has caused its name to be hereunto subscribed, and its corporate seal to be hereunto affixed by its said officers, this 1st day of February A.D. 1904.

*ok to form  
James Miles*

EAST CHICAGO BELT RAILROAD COMPANY

By F. S. Winston President.

Attest:

By James Miles Secretary.

Witness:

State of Illinois )  
County of Cook ) P.D.

Before me, the undersigned, a Notary Public, in and for said County and State, personally came F.S. Winston the President and James Miles the Secretary of the East Chicago Belt Railroad Company, and as such officers, and for and on behalf of said Company, acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this 1st day of February A.D. 1904.

M.C. Bainbridge  
Notary Public.



Kennedy Ave

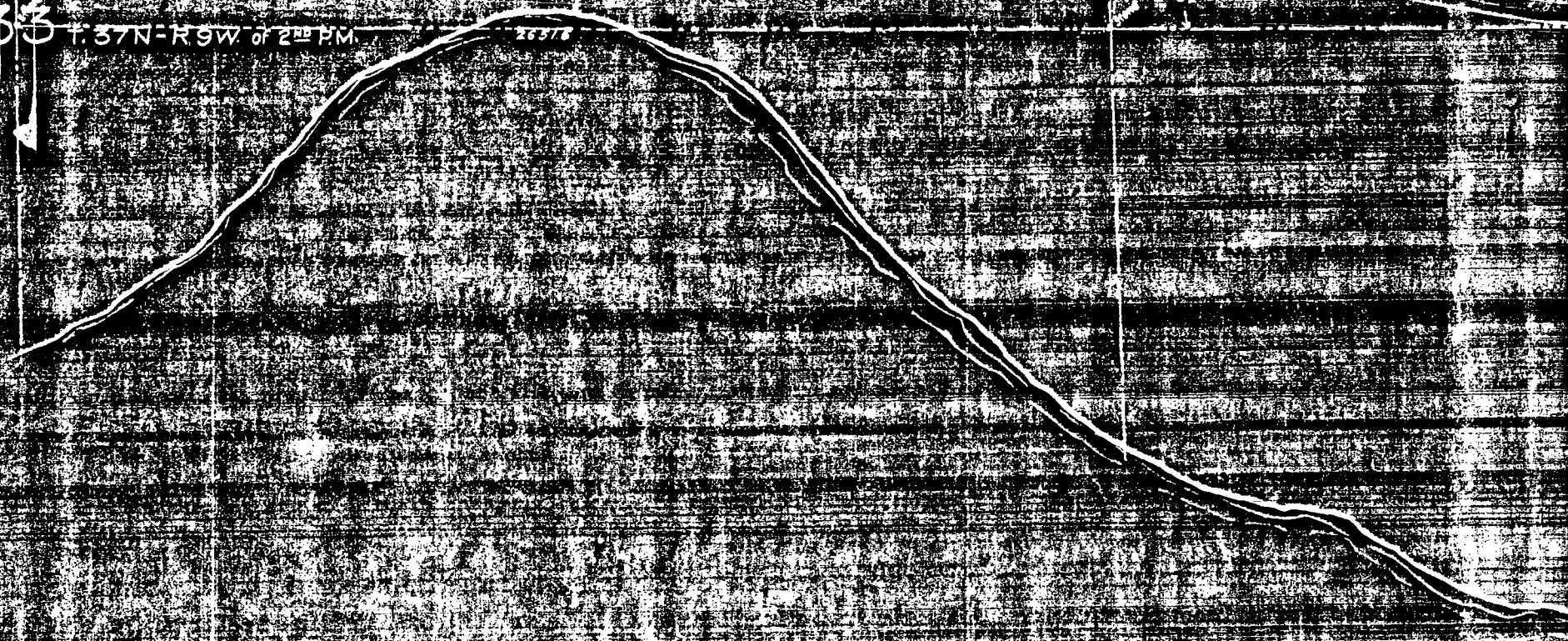
New Right-of-Way

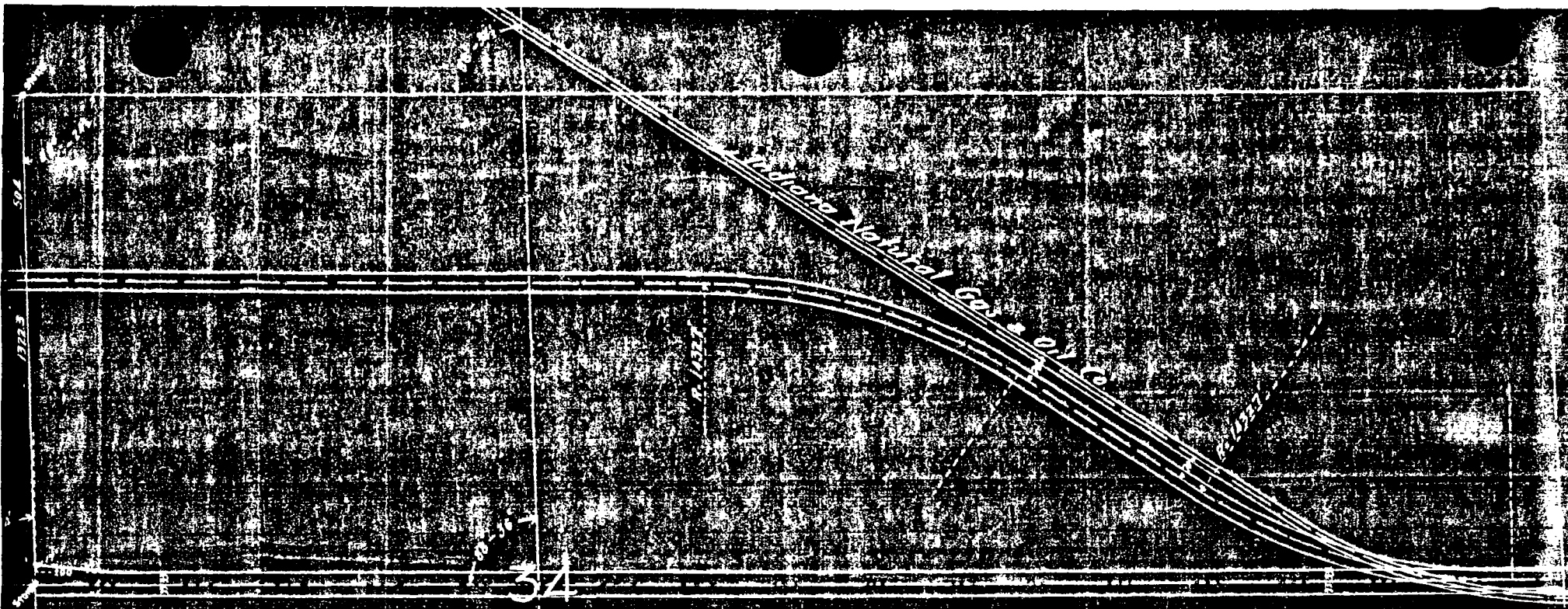
Old Right-of-Way

SEC. 33 T. 37N-R. 9W. of 2<sup>nd</sup> PM.

26376

156 Acres





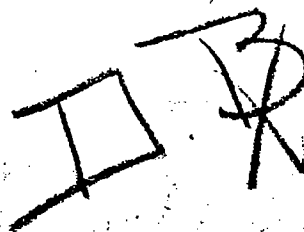
Scale 1"=300'

North Bank Grand Columnet River

"Exhibit A"

Deed File 1502.20

W. P. & S

 411

41948

2/1/1904

State of Indiana, } No. 41948  
Lake County.

RECEIVED FOR  
This 4th day of March  
A.D., 1904 at P  
and recorded in 110  
page 64 to

Wm J. Glover  
Auditor Lake Co.

DULY ENTERED FOR  
TAXATION

MAR 2 1904

MICHAEL GRIMMER,  
AUDITOR LAKE CO.

3/4 - 5 pm a

THIS AGREEMENT WITNESSETH: That the East Chicago Company, a corporation of the State of Indiana, hereby agrees to sell, and the Grasselli Chemical Company, a corporation of the State of Ohio, hereby agrees to purchase at and for the price of Forty Nine Thousand and Eight Hundred Dollars (\$49,800.) as is hereinafter provided, the following described real estate situated in the County of Lake, and State of Indiana, to-wit: The Southeast quarter (S.E.1/4) of the Northwest quarter (N.W.1/4), and that part of the East half (E.1/2) of the Southwest quarter (S.W.1/4) north of the Calumet River of Section thirty-four (34), Township thirty-seven (37) North, Range Nine (9) west of the Second Principal Meridian, with all riparian rights thereunto belonging, except existing railroad rights of way, <sup>and highways</sup> (said premises are shown marked in red on the blue print hereto attached, marked Exhibit A., and made a part hereof) subject to all taxes and assessments levied subsequent to the year 1903.

Said purchaser has paid Ten Dollars (\$10.) as earnest money, to be applied on said purchase when consummated; and further agrees to pay the sum of Twelve Thousand Four Hundred and Forty Dollars (\$12,440.) within ten days after the title to said premises has been examined and found good.

The vendor agrees to furnish said purchaser, within a reasonable time, a complete abstract of title, or merchantable copy thereof, with a continuation brought down to the date hereof, showing complete title to said premises. In the case the title upon examination is found materially defective within ten days after said abstract is furnished, then unless said defects be cured within sixty (60) days after written notice thereof, the said earnest money shall be refunded and this contract become inoperative. Should said purchaser fail to perform this contract and make the said payment of Twelve Thousand Four Hundred and Forty Dollars (\$12,440.), the earnest money paid, as above, shall at the

*Grasselli Chemical Company  
Received from the East Chicago Company  
the sum of \$12,440.00  
\$12,440.00  
East Chicago Company  
By C. J. [illegible] 11/1/1904*



option of the vendor be forfeited as liquidated damages, and this contract shall be and become null and void.

The remainder of said purchase price, to-wit: Thirty Seven Thousand Three Hundred and Fifty Dollars (\$37,350.) shall be paid to the said vendor on or before three years after the date hereof, and said deferred payment shall bear interest at the rate of <sup>four</sup> ~~five~~ per cent. per annum, payable semi annually on the 3rd day of February and August of each year. The said purchaser may pay at any time during said period of three years any portion of said purchase price at its option.

The deferred payments herein provided for shall be payable at the office of the East Chicago Company in the city of Chicago, and upon the complete payment of said deferred payments, together with interest thereon, the said East Chicago Company shall convey said premises to the said Grasselli Chemical Company by a good and sufficient warranty deed free and clear of all liens and incumbrances whatsoever, save and except taxes and assessments subsequent to the year 1903, and liens and incumbrances arising through the acts of the said purchaser.

The vendor hereby agrees to cause said premises, above described, to be accurately surveyed within a reasonable time after the date hereof and furnish a certified plat thereof to the said purchaser. If, as a result of such survey, it is ascertained that said tract contains less than eighty-three (83) acres, then the purchase price above fixed, to-wit, the sum of Forty Nine Thousand Eight Hundred Dollars (\$49,800.) shall be reduced at the rate of Six Hundred Dollars (\$600.) per acre for each acre or fraction thereof less than eighty-three (83) acres, (said first payment being

one-fourth of said purchase price, being reduced proportionately;) but if the said survey shall show that the premises above described contain more than eighty-three (83) acres, the purchase price shall remain the same and no increase thereof shall be made

*James P. [unclear]*

*J. H. Dempsey attorney in  
witness that Mr. H. C. [unclear]  
agreed to form per cent  
in [unclear] case of [unclear]*

It is understood and agreed that the premises above described, together with other lands of the vendor, are subject to a mortgage from The Calumet Canal and Improvement Company to Frank H. Tuthill and the Central Trust Company of New York bearing date July 1st, 1887, upon which the vendor is liable for the principal and interest of the indebtedness secured thereby, and which said mortgage provides for the release of the premises above described upon the payment of three hundred dollars (\$300.) per acre. For the protection of the said purchaser it is agreed that at the time of the making of said payment of twelve thousand four hundred and forty dollars (\$12,440.), (less any reduction by reason of deficit in area as afore said), the said vendor shall furnish to the purchaser a certificate from said Central Trust Company of New York that all interest due on said bonds is fully paid, and thereafter upon the payment of any amount hereunder the said vendor shall furnish a like certificate.

It is further covenanted and agreed that, in the event the said vendor shall make default in the payment of any such interest on said incumbrance, the purchaser may thereupon pay so much of such incumbrance as will entitle it to a release of the premises above described from said incumbrance, and the amount of such payment, with interest thereon, shall be applied on account of the deferred payments hereunder.

The purchaser covenants and agrees to pay all taxes and assessments that may be levied or assessed against said premises during the life of this contract, and in the event that it shall neglect or fail to pay such taxes and assessments, then the vendor may pay the same, and the amount thereof, together with interest thereon at five per cent. per annum, shall become an additional part of the purchase price of said premises.

This agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this

instrument to be executed by the duly authorized officers, and the corporation seals to be hereunto affixed this 3rd day of February A. D. 1904.

EAST CHICAGO COMPANY

By Albert H. Enkine  
President.

Attest:

James E. Maitland  
Asst. Secretary.

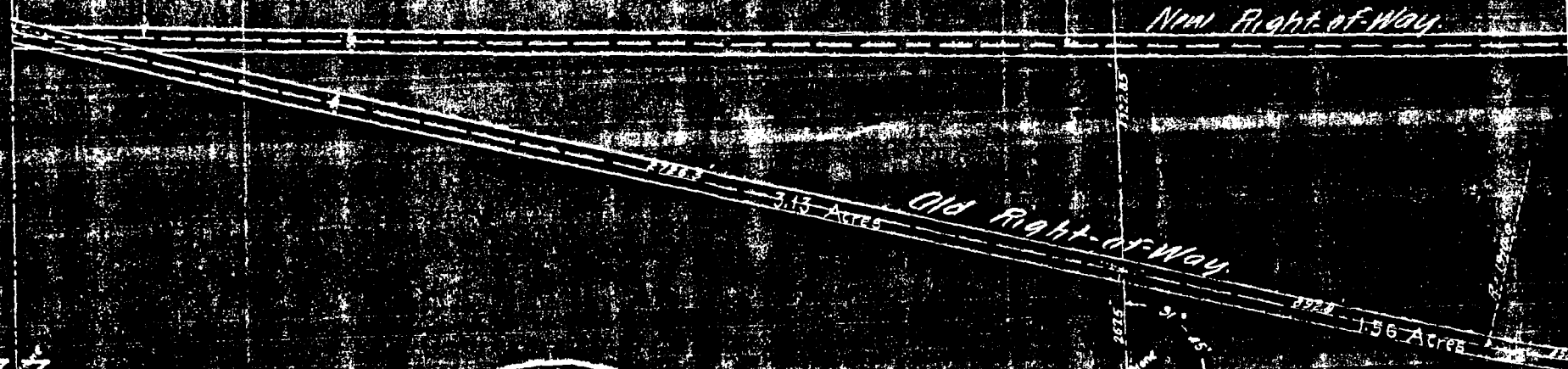
GRASSELLI CHEMICAL COMPANY

By Donald R. Barry  
President.  
L. A. Van Buren

Attest:

E. M. Barry Asst. Secy  
Secretary.

SEC. 33 T. 37N-R. 9W of 2nd PM.





18-341

Indiana Natural Gas & Oil Co

P. 14327

P. 14327

34

North Bank Grand Calumet River

"Exhibit A"

Deed File 1502

W P V S ✓

1st Nat Bank Bldg  
Chgo

2/3/1904

X

47.00

State of Indiana, } ss: No.  
Lake County.

RECEIVED FOR

This 4th day of March

A.D., 1904 at Chgo

and recorded in 22

page 251

J. Glover  
RECORDED

3/4-5 PM

10

THIS INDENTURE WITNESSETH, that the East Chicago Company, a corporation of the State of Indiana, acting herein by its proper officers, hereunto duly authorized, in consideration of the sum of Ten(10)Dollars conveys and warrants to the East Chicago Belt Railroad Company, also a corporation of the State of Indiana, the following described real estate being a strip of land fifty feet wide across the south-east quarter(S.E.1/4)of the Northwest quarter(N.W.1/4)and across the south 1/2(S.1/2) of the northeast quarter(N.E.1/4)of Section thirty-four(34) Township thirty-seven(37)North, Range nine(9) West of the second principal Meridian, Lake County, Ind., being twenty-five feet each side of a center line described as follows, to-wit -

Commencing at a point in the west line of said southeast quarter(S.E.1/4)of the Northwest quarter(N.W.1/4)of Section thirty four(34)which point is five hundred four(504')feet south of the northwest corner of said southeast quarter(S.E.1/4)and running easterly on a straight line which is the continuation of a line extending throughsaid point and a point in the west line of said section thirty four(34)which is four hundred ninety one and nine tenths(491.9)ft.southerly from the northwest corner of the southwest quarter(S.W.1/4) of the northwest quarter (N.W.1/4)of said Section, a distance of eighteen hundred forty one(1841')feet to a point of curve;thence on a curve of fourteen hundred thirty two and seven tenths(1432.7)feet radius convex to northeast a distance of eight hundred thirty two(832')feet to a point of tangent on a tangent line parallel to and seventy (70')feet distant southwesterly from the center line of the pipeline of the Indiana Natural Gas and Oil Company, as described in the agreement between the Calumet Canal & Improvement Co. and Chas. E.Hequembourg, dated May 31, 1890, thence along said tangent line five hundred forty(540')feet to a point of curve;thence on a curve of fourteen hundred thirty two and seven tenths (1432.7')feet radius convex to southwest a distance of eight hundred thirty nine(839')feet, to a point of tangent on the east and west center line of said Section thirty four(34)(excepting therefrom so much of the 66 foot right of way of the East Chicago Belt R.R.Co. along said east and west center line as lies within the above described tract).

Subject to the pipe line of the Indiana Natural Gas & Oil Co. aforesaid.

Containing four and thirty two hundredths(4.32)acres more or less. Said right of way is shown in red on plat hereto attached and made a part hereof.

IN WITNESS WHEREOF said East Chicago Company acting herein by Albert D.Erskine its President, and Francis E.Maitland its Secretary, has caused its name to be hereunto subscribed and its corporate seal to be hereunto affixed by its said officers this third day of February A.D.1904.

East Chicago Company.

by Albert D.Erskine, President.

Attest:

By Francis E.Maitland, Asst. Secty.

State of Illinois.(  
County of Cook )ss.

Before me, the undersigned, a Notary Public, in and for said Company and State, personally came Albert D. Erskine, President and Francis E. Maitland, Asst. Secretary of the East Chicago Company and as such officers, and for and on behalf of said Company, acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this third day of February A.D. 1904.

M.C. Bainbridge, Notary Public.

(Seal)

KNOW ALL MEN BY THESE PRESENTS, That I, ADRAIN C. HONORÉ, Trustee, of the County of Cook and State of Illinois, for and in consideration of the sum of one dollar (\$1.00), and for other good and valuable considerations, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto the East Chicago Company, a voluntary association organized and existing under and by virtue of the laws of the State of Indiana, all the right, title, interest, claim or demand, whatsoever, I may have acquired in, through or by a certain Trust Deed bearing date the 30th day of April, in the year 1904, and recorded in the Recorder's office of Lake County, Indiana, in book 52 at page 496 as document number 43414, to the premises therein described, as follows, to-wit:

The southeast quarter of the northwest quarter and that part of the east half of the southwest quarter north of the Calumet River, of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, with all riparian rights thereunto belonging (except existing railroad rights of way and highways), situated in the County of Lake and State of Indiana, together with all the appurtenances and privileges thereunto belonging or appertaining.

Not intending hereby to release from the lien of said trust deed any of the other lands or lots therein described.

WITNESS my hand and seal this 22<sup>nd</sup> day of July, A.D. 1904.

Adrain C. Honoré  
Trustee.

State of Indiana. )  
                          ) ss  
Lake County.        )

Before me, a Notary Public in and for the said County, in the State aforesaid, personally appeared Adrain C. Honoré, Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22<sup>nd</sup> day of July, A.D. 1904.

Joseph W. Gallman

Wm. L. Payne & Strawn  
1st Nat Bank Bldg

52-496 L  
Dead File 1502

7/22/1904

L H H

(91)

State of Indiana, } 44008  
Lake County, } ss: No.

RECEIVED FOR RECORD

This 2 day of August.

A.D., 1904 at 6 o'clock 9 M.

and recorded in Record 34

223  
J. M. Glover  
CLERK OF THE COURT

C. H. H.


THIS INDENTURE WITNESSETH, That the grantor, the East Chicago Company, a corporation of the State of Illinois, for and in consideration of Forty-nine Thousand Eight Hundred Dollars (\$49,800.00), conveys and warrants unto the Grasselli Chemical Company, a corporation of the State of Ohio, the following described real estate situated in the County of Lake, and State of Indiana, to-wit:-

The Southeast Quarter of the Northwest Quarter (S.E.1/4 N.W.1/4, and that part of the East half of the Southwest Quarter E.1/2 S.W.1/4) north of the Calumet River of Section Thirty-four (34), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian;


Together with all riparian rights thereunto belonging. Excepting therefrom the right of way of the East Chicago Belt Railroad Company and highway.

IN WITNESS WHEREOF, the said East Chicago Company has caused this instrument to be duly executed by its President, and its corporate seal to be hereunto duly affixed and attested by its Secretary, this Third day of April, A.D., 1905.

Attest  
  
Secretary.

EAST CHICAGO COMPANY,  
By:   
President.

State of Illinois, )  
County of Cook. ) s.s.

I, , a notary public in and for said County, in the State aforesaid, do hereby certify that Honore

Palmer, President, and W. A. Sumner, Secretary, of the East Chicago Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as President and Secretary of said Company, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the East Chicago Company.

Witness my hand and Notarial Seal, this *teenth* day of April, A.D., 1905.

*M. C. Cambridge*  
\_\_\_\_\_  
Notary Public.

Commission Expires May 19th 1907



12th Mar. 1905. Wm. J. Jones  
D. 15028 Chgo.

~~47398~~

413/1905

47420

X

State of Indiana, } ss: No.  
Lake County.  
RECEIVED FOR RECORD  
This 19 day of April  
A.D., 1905 at 8 o'clock a.m.  
and recorded in Record 113-  
page 33-3  
Herbert C. Jones  
CLERK OF LAKE COUNTY

Returned for average  
83 acres

DULY ENTERED FOR  
TAXATION

APR 19 1905

WALTER L. ALLMAN  
AUDITOR LAKE CO.

T H I S I N D E N T U R E, made this *Eight*  
day of April, A. D. 1905, between FRANK H. TUTHILL, of  
the City of Hammond, County of Lake and State of Indi-  
ana, and the CENTRAL TRUST COMPANY OF NEW YORK, as  
Trustees (hereinafter referred to as the Trustees),  
parties of the first part, and the East Chicago Com-  
pany, a corporation duly incorporated under the laws  
of the State of Indiana, party of the second part,  
W I T N E S S E T H :

Whereas, the Calumet Canal & Improvement Company, a  
corporation of the State of Indiana, hereinafter referred to  
as the Improvement Company) did, by indenture of mortgage bear-  
ing date the first day of July, 1887, and recorded in the office  
of the Recorder of Lake County, in the State of Indiana, in  
Liber 19 of Mortgages, pages 1 to 20 inclusive, on the 13th day  
of July, 1887, for the consideration of the bonds issued there-  
under, convey certain lands and tenements therein mentioned, and  
to secure the payment of which the lands hereinafter described  
are part, under the said trust deed; and

Whereas, in and by said indenture of mortgage, under  
the fourth article thereof, in order that sales and leases of  
portions of said lands and premises might be made, free and  
clear from the lien of such mortgage, and the value of the re-  
maining portions might thereby be increased and their improve-  
ment thereby promoted; it was expressly agreed that the said  
Trustees might release, and they were thereby authorized and  
empowered to release, any of the land described in said mort-  
gage from the lien thereof, in tracts of forty acres or upwards,  
upon the payment to the said Trustees of the proper sum of money  
required to be paid for such tracts respectively, <sup>V</sup> in accordance  
with the schedule of prices in said mortgage contained and set  
forth, such payment to the said Trustees to be made by the de-

posit of the money therefor with the said Central Trust Company of New York, and such deposit to be made to the credit of, and the account therefor to be kept under the title of "Redemption Fund of the Calumet Canal & Improvement Company," as by reference to said fourth article of said mortgage will more fully appear; and

Whereas, the East Chicago Company is the owner of the lands hereinafter described, and of all other lands and assets formerly owned and possessed by said Improvement Company, and has requested the said Trustees to release from the lien of said mortgage the lands hereinafter described, and has made payment to the said Trustees of the sum of twenty four thousand, nine hundred dollars (\$24,900) (that being the proper sum of money required to be paid for the release of the lands hereinafter described, in accordance with the said schedule of prices, viz: \$300 per acre), by deposit of said sum with the said Central Trust Company of New York, which has deposited the same to the credit of said redemption fund; and

Whereas, it was under the said fourth article of said mortgage provided that the said Improvement Company should not be entitled to the release of more than forty acres from any one quarter section of the United States survey thereof, until there should have been released under said provision one forty acre tract from each quarter section; but it was also under said fourth article provided that upon application by the said Improvement Company to the said Trustees, setting forth the facts contained, to show that a release of a larger tract from any such quarter section would promote the improvement or increase the value of the other land covered by the lien of said mortgage, so as to enhance the security of the bonds thereby secured and then remaining unpaid, that the said trustees, if they should each of them consider that such release of a larger portion would tend to promote such improvement or increase in val-

ue, might release, and they were thereby, in such event, authorized and empowered to release, any of the lands in said mortgage described, in such tracts as they might consider of such advantage, upon the payment of the release price thereof, as set forth in the said schedule. Each release might, under the exercise of said last mentioned power, show upon its face the special assent of each of the said trustees at that time acting thereunder, as by reference to said mortgage will more fully appear; and

Whereas, the said East Chicago Company, as successor of the said Improvement Company, has made application to the said Trustees, and has set forth the facts tending to show that a release of the lands hereinafter described will promote the improvement and increase the value of other land covered by the lien of said mortgage, so as to enhance the security of the bonds thereby secured and now remaining unpaid, and each of said Trustees considers that such release will tend to promote such improvement and increase in value, and hereby especially assents to the release of lands hereinafter described.

NOW THEREFORE, the said Trustees, in pursuance of said agreement, and in consideration of the premises and of the said sum of \$24,900 to the Central Trust Company of New York in hand duly paid, the receipt whereof is hereby acknowledged, have granted, released, quit-claimed and set over, and by these presents do grant, release, quit-claim and set over unto the said East Chicago Company, all that part of the said mortgage lands, viz:

The southeast quarter of the northwest quarter and that part of the east half of the southwest quarter north of the Calumet River, of section thirty four (34), township thirty seven (37) north, range nine (9), west of the second principal meridian, with all riparian rights thereunto belonging, containing eighty three (83) acres, more or less, situated in the County

of Lake and State of Indiana, together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said Trustees, of, in or to the same; to the intent that the lands hereby conveyed may be discharged from the said mortgage and that the rest of the lands in said mortgage specified and not already released, may remain to the said Trustees as heretofore;

TO HAVE AND TO HOLD the said premises hereby released and conveyed, to the said East Chicago Company, its successors and assigns, to its and their own proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.

IN WITNESS WHEREOF, the said Frank H. Tuthill has hereunto set his hand and seal, and the said Central Trust Company of New York has hereunto set its corporate seal, and caused these presents to be signed by its *Secundum Viu* president, and attested by its secretary, the day and year first above written.

Frank H. Tuthill (Seal)

CENTRAL TRUST COMPANY OF NEW YORK, *as Trustee,*

By E. Francis Hyde  
*Secundum Viu* President.

Attest:

[Signature]

Secretary.

*Geo. Bertine*

State of *Illinois*  
County of *Cook* } ss.

I, *M.C. Bainbridge*, a Notary Public in and for the County and State aforesaid, do hereby certify that on the *eleventh* day of April, 1905, before me personally appeared Frank H. Tuthill, known to me to be the same person whose name is subscribed to the foregoing release as one of the parties of the first part thereto, and acknowledged that he executed the same as his free and voluntary act as such Trustee, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this *11th* day of April, A. D. 1905.

*M.C. Bainbridge*  
\_\_\_\_\_  
Notary Public.

Commission Expires May 19th 1907

State of New York, }  
City and County of New } ss.  
York. }

I, *W. H. Smith*, a Notary Public for the State of New York, in and for the City and County named, DO HEREBY CERTIFY that on the *Eighth* day of April, A. D. 1905, before me, personally appeared *E. Francis Hyde*, personally known to me to be the *2d Vice* president of the Central Trust Company of New York, a corporation described in and which executed the foregoing release as one of the parties of the first part, and being by me duly sworn did depose and say that he resides in the city named; that he is the *2d Vice* president of the said Central Trust Company of New York and knows the seal thereof; that the seal affixed to the foregoing release is the corporate seal of said Company and was affixed by order of the Board of Directors of said Company, and that said release is ex-

ecuted as the voluntary act and deed of said Company; that he signed his name by order of the Board of Directors of said Company, as *second vice* president.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this *Eighth* day of April, 1905.

*W. J. Smith*

Notary Public.  
NOTARY PUBLIC, ROCKLAND Co.,  
CERTIFICATE FILED IN NEW YORK Co.

19-1-20

47397  
Dead File 1502

FRANK H. TUTHILL

and

CENTRAL TRUST COMPANY OF  
NEW YORK

to

EAST CHICAGO COMPANY.

4/8/1905

RELEASE.

State of Indiana. } ser. No. \_\_\_\_\_  
County. }  
RECEIVED FOR RECORD  
This 17 day of April  
A.D. 1905. 8 o'clock, a.M.  
and recorded in record 37  
per 411  
Heerbert C. Jones  
RECORDED & INDEXED

(mail)

WINSTON, PAYNE & STRAWN,  
ATTORNEYS AT LAW,  
First National Bank Building,  
CHICAGO.

4-17-86 m.

54201



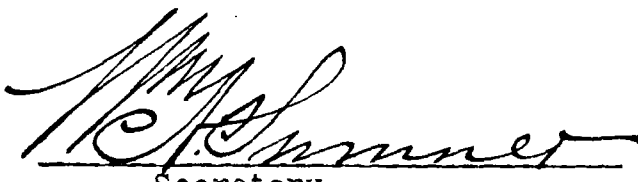
4/10/1905

I, William A. Sumner, Secretary of the EAST CHICAGO COMPANY, and keeper of the corporate records thereof, do hereby certify that, at a meeting of the Board of Directors of the EAST CHICAGO COMPANY, duly and regularly called and held at the office of the Company, on the 10th day of April, 1905, the following resolution was unanimously adopted, that is to say:

RESOLVED: That in consideration of the payment by the Grasselli Chemical Company of the sum of \$35,747. to this Company, the President and Secretary of this Company be, and they are hereby authorized and directed to execute and deliver to the Grasselli Chemical Company the warranty deed of this Company, for the following described real estate:

Situated in the County of Lake and state of Indiana, that is to say the south East Quarter (S.E.1/4) of the North West Quarter (N.W.1/4) and that part of the East One-half (E.1/2) of the South West Quarter (S.W.1/4) North of the Calumet River, in Section Thirty-four (34), Township Thirty-seven (37) North, Range Nine (9), West of the Second Principal Meridian, together with all riparian rights thereto belonging excepting therefrom the right of way of the East Chicago Belt Railroad Co. and Highway.


Given under my hand and the seal of this Company this 10th day of April, 1905.

  
Secretary,  
EAST CHICAGO COMPANY.

State of Illinois) )  
County of Cook ) SS.

William A. Sumner, being duly sworn, on oath states that the above and foregoing certificate by him made is true.

Subscribed and sworn to before me this 10th day of April, 1905.

  
Notary Public.

Commission Expires May 19th 1907

that neither he nor his heirs or assigns, shall at any time hereafter, erect any buildings on the above described property nor use said property for any private purpose whatsoever but will convey same to the Commissioners of Lake County for highway purposes as soon as said Commissioners shall license the Chicago, Indiana & Southern Railroad Company to relocate its main tracks in Kennedy Avenue, Lake County, Indiana, and shall relocate the lien of Kennedy Avenue so that the property of The Grasselli Chemical Company abuts on same as it has before the making of this grant.

In Witness Whereof, the said Grasselli Chemical Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed and duly attested by its Secretary, this 13th day of August, 1907.

The Grasselli Chemical Company

By Daniel Bailey Vice-President

Attest: E. R. Bailey Secretary.

State of Ohio, County of Cuyahoga, SS:

I, W. T. Cashman, Notary Public, in and for said County, in the State aforesaid, do hereby certify that Daniel Bailey is personally known to me to be the Vice-President of The Grasselli Chemical Company, and that E. R. Bailey, is personally known to me to be the Secretary of the said corporation whose names are subscribed to the foregoing deed, appeared before me this day in person and severally acknowledged that as such Vice-President and Secretary, they signed and delivered said deed as Vice-President and Secretary of the said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this thirteenth day of August

A.D. 1907.

(SEAL) W. T. Cashman

Notary Public

Filed September 4th, 1907 at 8 A.M.

H. E. Jones

Recorder

01/21/1907

This Indenture Witnesseth, that The Grasselli Chemical Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, conveys and warrants, subject to the restrictions hereafter expressed, to Leon C. James, of the City of Chicago, in Cook County, in the State of Illinois, for the sum of One Thousand Three Hundred Dollars (\$1300.00), the following real estate in Lake County, in the State of Indiana, to-wit:- All that part of the southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Thirty three (33), Township Thirty seven (37) North, Range Nine (9), West of the Second Principal Meridian (2nd P.M.), Lake County, Indiana, described as follows, to-wit:

"Beginning at a point in the N.W. corner of the S.W. $\frac{1}{4}$  of the N.E. $\frac{1}{4}$  of Sec. 33; said point being (45' 0") forty five feet south from the dividing line between the north and south halves of the N.E. $\frac{1}{4}$  of Sec. 33, Township 37, North Range 9, West of second principal meridian Lake Co., Ind., and (50' 0") fifty feet east from the dividing line between the N.E. $\frac{1}{4}$  and the N.W. $\frac{1}{4}$  of said section, township, range, etc., and, also being the S.E. corner of 151st. St. and Kennedy Ave., thence south (421.916') four hundred and twenty one, and nine hundred and sixteen one-thousandths feet, parallel with and (50' 0") fifty feet east from the center line of Kennedy Avenue, thence east (6.357) six feet and three hundred and fifty seven one-thousandths feet along the northerly boundary of the East Chicago Belt R.R. right-ofway thence North Easterly (425.313') four hundred and twenty five and three hundred and thirteen one thousandths feet to a point on the South line of 151st St., thence west (60' 0") sixty feet, parallel with and (45' 0") forty five feet South of the center line of 151st St., to place of beginning, containing (321/1000) three hundred and twenty one one-thousandths acres, more or less," all as colored in red on the blue print hereto attached and made a part hereof.

And the said Leon C. James, for himself and his heirs and assigns, covenants to and with The Grasselli Chemical Company its successors and assigns,

STATE OF INDIANA, }  
COUNTY OF LAKE, } ss:

*This is to certify that I, WILLIAM C. ROSE, Recorder of Lake County, Indiana, am the  
custodian of the records of this office, and that the foregoing is a full, true and complete copy of  
a Deed as recorded in  
Deed Record 128, page 220 Page, together with the certificate of  
H. E. Jones Recorder, at the time of filing of said instrument.*

*Dated this 17th day of September, 1928.*

*William C. Rose*  
Recorder Lake County, Ind.

THIS AGREEMENT executed in duplicate this  
17<sup>th</sup> day of January A.D. 1908, by  
and between the INDIANA HARBOR BELT RAILROAD COMPANY,  
a corporation, as first party, and the GRASSELLI CHEMICAL  
COMPANY, a corporation, as second party,

W I T N E S S E T H, AS FOLLOWS:

WHEREAS, the first party now owns and operates  
a branch or spur track located upon certain right of  
way also owned by the first party, extending through the  
plant of the second party, located in certain portions of  
Sections Thirty-three (33) and Thirty-four (34), Town-  
ship Thirty-seven (37) North, Range Nine (9) West of  
the Second Principal Meridian, lying east of Kennedy  
Avenue and north of the Calumet River, in Lake County,  
Indiana; and

WHEREAS, it is desired by the second party that  
the first party shall remove such branch or spur track  
from said right of way and convey said right of way to the  
second party; and

WHEREAS, the first party is willing to so re-  
move said branch or spur track and to so convey said right  
of way to the second party in consideration of the con-  
veyance to it of a substitute right of way lying north  
of and adjacent to the premises of the second party;

NOW, THEREFORE, in consideration of the premises  
it is agreed by and between the parties hereto as follows:

The second party will acquire for the benefit of  
the first party and will convey to the first party in fee  
simple by warranty deed, free and clear from all liens,

a suitable right of way extending from the center line of Kennedy Avenue to a point near the present place of crossing of the present spur track over the railroad of the Chicago, Lake Shore and South Bend Electric Railway Company and extending parallel with and adjoining the respective rights of way of the Chicago, Indiana and Southern Railroad Company, the Elgin, Joliet and Eastern Railroad and the Chicago, Lake Shore and South Bend Electric Railway Company; said last described right of way being substantially located as indicated by the lines in red drawn upon the plat hereto attached and made a part hereof.

Upon the conveyance of said right of way to the first party the first party will proceed immediately to remove its track and appurtenances from the right of way upon which the same is now located, and will convey such abandoned right of way by quit-claim deed to the second party, and the first party will thereupon re-construct its branch or spur track upon the substituted right of way so to be conveyed to it by the second party as herein provided.

The first party further agrees that the second party shall be entitled to use jointly with the first party, for the movement back and forth over the same of shipments to and from the second party's plant, such portion of the relocated branch or spur track of the first party as lies between the point of crossing of the Chicago, Lake Shore and South Bend Electric Railway and the east line of the West Half (W 1/2) of the West Half (W 1/2) of Section Thirty-five (35), Township Thirty-seven

(37) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana. Such user shall be subject to such restrictions as may be necessary to make effective the operation of said spur track to the mutual advantage of the parties hereto, being such as ordinarily govern a joint user of similar tracks leading to industries.

The second party shall also pay a pro rata proportion of all expense incurred in respect of railroad crossings which may be now or hereafter established over the portion of such spur track to be jointly used by the parties hereto as herein provided.

The second party will grant to the first party at all times hereafter connections with its tracks at the west line of its property which shall always be as advantageous as it shall at any time hereafter grant to any other railroad.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed by their proper officers, the day and year first above written.

APPROVED AS TO FORM,  
Glennon, Gay, Walker & Howe,  
By *Robert L. Gay*

Attest:-

*W. A. H. H. H.*  
*Secretary*

INDIANA HARBOR BELT RAILROAD COMPANY,

By

*A. H. H. H.*

PRESIDENT.

GRASSELLI CHEMICAL COMPANY,

By

*W. A. H. H.*

Attest

*E. H. Bailey*

*Very Respectfully*

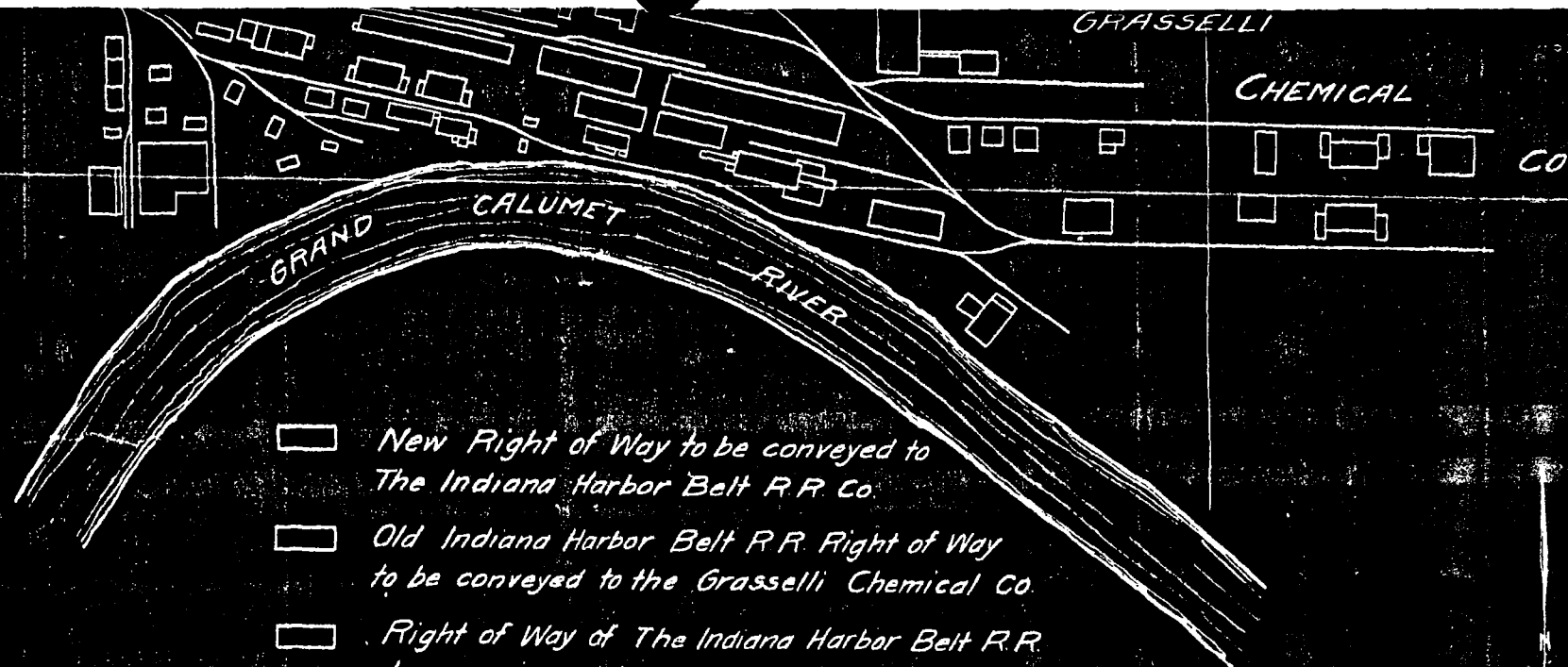





5/11/15



CHICAGO

33



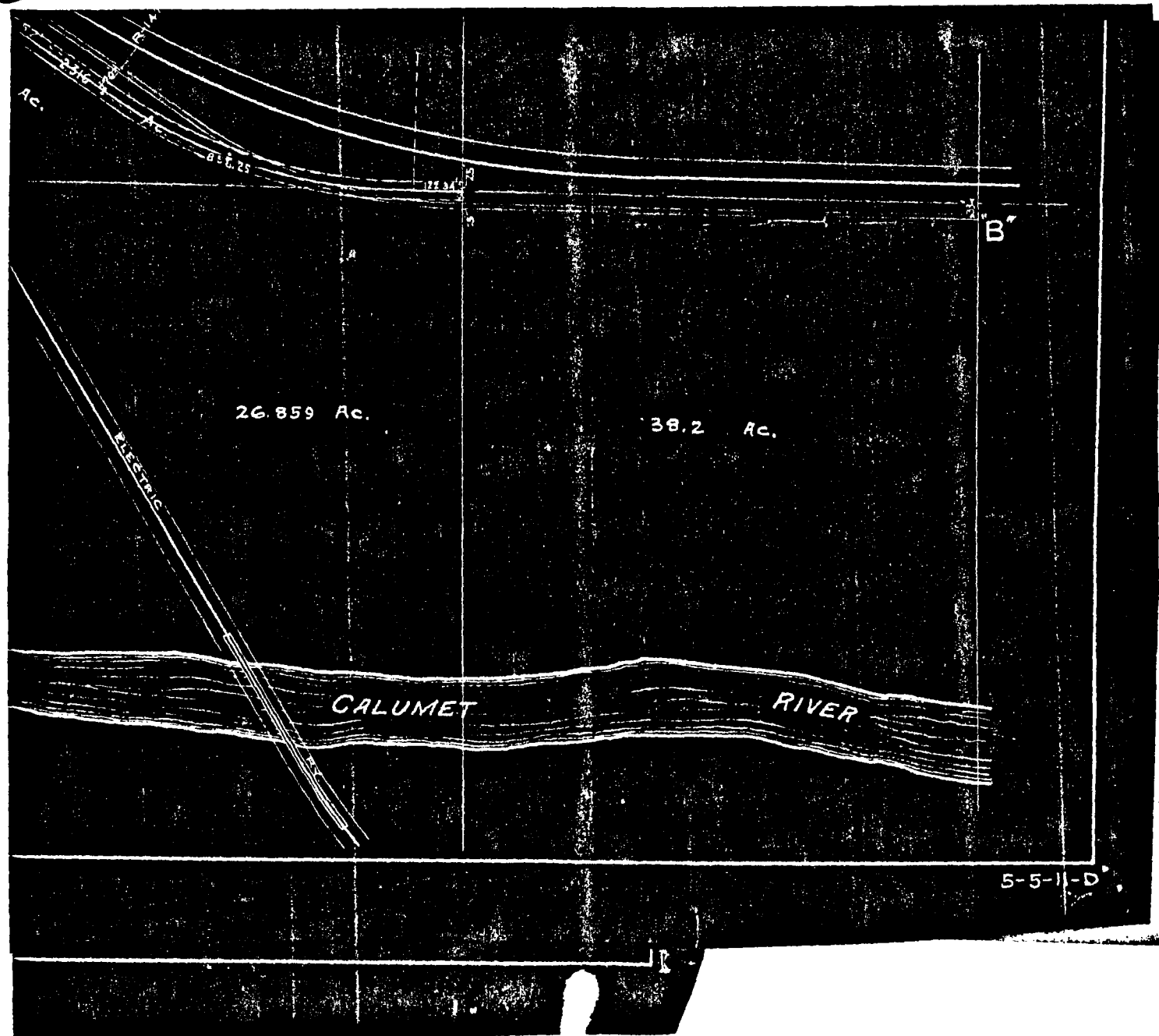
-  New Right of Way to be conveyed to The Indiana Harbor Belt R.R. Co.
-  Old Indiana Harbor Belt R.R. Right of Way to be conveyed to the Grasselli Chemical Co.
-  Right of Way of The Indiana Harbor Belt R.R. to remain unchanged

SCALE 1"=300'  
JAN 10 1908.

Not attached to agreement dated  
e day of 1908 between  
THE INDIANA HARBOR BELT R.R. CO  
and THE GRASSELLI CHEMICAL CO.

53878 Aa

GRAND





Deed File 1502

11/17/1908

&

11/30/1928

CARY, WALKER & HOWE  
311 E. STREET STATION  
CHICAGO

1/16/1908

THIS AGREEMENT, WITNESSETH, That the EAST CHICAGO COMPANY, a corporation of the State of Indiana, hereby agrees to sell and The GRASSELLI CHEMICAL COMPANY, a corporation of the State of Ohio, hereby agrees to purchase at and for the sum of One Hundred Thirty-six Thousand and twenty-four (\$136,024.00) Dollars, as herein-after provided, the following described real estate, situate in the County of Lake and State of Indiana, to-wit:

All that part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, Lake County, Indiana, which lies South and East of the right of way of the Elgin, Joliet and Eastern Railway, conveyed to C. H. Ackert by deed dated August 4, 1899, and recorded August 25, 1899, in Book 89, pages 325 to 329, inclusive, (Excepting therefrom a strip of land Fifty (50) feet wide across said North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), being Twenty-five (25) feet on each side of a center line described as follows, to-wit:

Beginning at a point on the South line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), aforesaid, said point being One Hundred Fifty-three (153) feet East of the Southwest corner thereof; thence Northeasterly Three Hundred One (301) feet to a point of curve; said point being Twenty-five (25) feet Southeasterly from the Southeasterly line of the right of way of the Elgin, Joliet and Eastern Railway; thence Northeasterly on a curve of Eight Hundred Forty-two and two-tenths (842.2) feet radius, convex to the Northwest and distant Twenty-five (25) feet, from above right of way line, a distance of Seven Hundred Ninety (790) feet to a point of tangent; thence Easterly on said tangent which is parallel to and distant Twenty-five (25) feet Southeasterly from the South line of right of way of the Elgin, Joliet and Eastern Railway, aforesaid, a distance of Fifteen Hundred and Eighty-three (1583) feet to the East line of said Section Thirty-three (33).

Excepting also the triangular parcel of land in the Southeast corner of said North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33), bounded on the South by the South line thereof, on the Southeast by above described strip of land Fifty (50) feet wide and on the Northwest by the right of way of the Elgin, Joliet and Eastern Railway, aforesaid).

Containing 28.00 acres more or less.

Also all that part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34) and of the East Half (E 1/2) of Section Thirty-four (34) Township and Range aforesaid, which lies South of the right of way of the Elgin, Joliet and Eastern Railway, aforesaid, and South and West of the right of way of the Chicago, Lake Shore and South Bend Electric Railway, and North of the Grand Calumet River. (Excepting therefrom so much of a strip of land Fifty (50) feet wide, as lies within said North Half (N 1/2) of the Northwest Quarter (NW 1/4) and in the Northeast Quarter (NE 1/4) of said Section Thirty-four (34), and which lies Twenty-five (25) feet on each side of a center line described as follows, to-wit:

Beginning at a point on the West line of said Section Thirty-four (34), said point being Twenty-five (25) feet South of the South line of right of way of the Elgin, Joliet and Eastern Railway aforesaid; thence Easterly on a line parallel to and distant Twenty-five (25) feet from said right of way line, a distance of Eleven Hundred Sixty and Eight-tenths (1160.8) feet to a point of curve; thence Southeasterly on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius convex to the Northeast, a distance of Eight Hundred Forty-one and Sixty-five Hundredths (841.65) feet to a point of tangent; thence Southeasterly on a tangent parallel to and distant Two Hundred Eighty and Six-tenths (280.6) feet Southwesterly from the center of the pipe line of the Indiana Natural Gas and Oil Company, a distance of Eleven Hundred Fifty-seven and no Hundredths (1157.0) feet to a point of curve; thence Southeasterly on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius, convex to the Southwest, a distance of Four Hundred Eighty-two and Five-tenths (482.5) feet to a point of tangent; thence Southeasterly on said tangent, which is tangent to the center line of a curve in the Fifty (50) foot right of way conveyed to the East Chicago Belt Railroad Company by warranty deed dated February 3, 1904, and recorded March 4, 1904 in book 104, page 578, a distance of One Hundred Twenty-five (125) feet, to the Southwest line of right of way of the Chicago, Lake Shore and South Bend Railway; and excepting also, so much of the right of way conveyed to the East Chicago Belt Railroad Company above referred to as lies between above described strip of land and the West line of the Northeast Quarter (NE 1/4) of Section Thirty-four (34) aforesaid.

Containing 106.098 acres, more or less.

Also a narrow irregular shaped strip of land in the Northeast Quarter (NE 1/4) of Section Thirty-four (34) aforesaid, which is bounded on the Northeast by the right-of-way for the pipe line of the Indiana Natural Gas and Oil Company and on the South and West by the right-of-way of the Chicago, Lake Shore and South Bend Electric Railway and the right-of-way conveyed to the East Chicago Belt Railroad Company by warranty deed dated February 3, 1904,



and recorded March 4, 1904, in Book 104, page 578.

Containing 1.483 acres, more or less.

Said premises are marked in purple on the blue print hereto attached, marked "Exhibit A" and made a part hereof. Said sale is to be made subject to all taxes and assessments levied on said premises subsequent to the year 1907.

Upon the execution of this instrument, said purchaser will make the following cash payment and will deliver the following described bonds to said vendor in part payment of the purchase price above agreed upon, to-wit: It will pay to said vendor the sum of Sixteen Thousand and Twenty-four (\$16,024.00) dollars in cash and it will also deliver to said vendor, bonds of the face value of Forty Thousand (\$40,000.00) dollars of the Calumet Canal and Improvement Company, being said bonds of said Improvement Company bearing four percent (4%) interest and secured by trust deed to Frank H Tuthill and Central Trust Company of New York, trustees<sup>s</sup>, dated July 1, 1887, and recorded on the 13th day of July, 1887, in the Office of the Recorder of Lake County, Indiana, in Book 19 of Mortgages, pages 1 to 20, inclusive. Said payment in cash and said bonds so to be delivered shall be regarded as part payment of Fifty-six Thousand and Twenty-four (\$56,024.00) Dollars upon the total purchase price herein provided for.

The remainder of said purchase price, to-wit, the sum of Eighty Thousand (\$80,000.00) Dollars shall be paid to the said vendor by said purchaser in eight equal annual installments of Ten Thousand (\$10,000.00) Dollars,

the first of said installments to be paid on or before the 16th day of July, 1909. Each of said installments shall bear interest at the rate of Five per cent (5%) per annum, which said interest so to be computed on each installment shall be payable at the same time that each such installment shall be due. Each of said installments shall be evidenced by the certain promissory note of said purchaser for the sum of Ten Thousand (\$10,000.) Dollars bearing interest at the rate of Five per cent (5%) per annum, both principal and interest being made payable on or before the date that said installment shall fall due, according to the tenor and effect of the provisions hereinbefore set forth. Said purchaser shall with the execution of this agreement deliver said notes to said vendor. Said purchaser, however, shall have the option of paying any or all of said installments, and the note or notes evidencing them, or all or any portion thereof, together with the accrued interest thereon, at any time in advance of the dates upon which each or any of said installments shall be due.

The deferred payments herein provided for shall be payable at the office of the East Chicago Company in the City of Chicago, and the East Chicago Company agrees in each instance to apply all moneys so paid in discharge of the liens herein recited as being incumbrances upon the above described property. Upon the complete payment of said deferred payments, together with interest thereon, the said East Chicago Company shall convey said premises above described to the said Grasselli Chemical Company, by a good and sufficient warranty deed, free and clear from

taxes and assessments levied upon said premises, subsequent to the year 1907, and all liens or incumbrances of any kind or character arising through the acts of said purchaser. It is understood that said premises at the date of the execution hereof are now subject to the following two certain trust deeds, as follows, to-wit:

A certain deed executed by the Calumet Canal and Improvement Company to Frank H. Tuthill and Central Trust Company of New York, trustees, dated July, 1, 1887, and recorded on the 13th day of July 1887, in the office of the Recorder of Lake County, Indiana, in Book 19 of Mortgages, pages 1 to 20, inclusive; said trust deed being executed to secure a certain issue of four per cent (4%) bonds executed on even date thereof by said Calumet Canal and Improvement Company.

Also, a certain trust deed executed by the East Chicago Company to Adrian C Honore, as trustee, of the City of Chicago, County of Cook, and State of Illinois, bearing date of the 1st day of July 1904, and recorded on the 12th day of August 1904, in the office of the Recorder of Lake County, Indiana, in Book 58 at page 171, et seq., as Document No. 44179. Said trust deed being executed to secure a certain issue of six percent (6%) bonds executed on even date thereof by said East Chicago Company.

It is further agreed that in the event said vendor shall default in any of the provisions of said trust deeds or either of them in failing to make any payment or payments therein ~~xx~~ required to be <sup>made</sup> in accordance with the tenor and effect of said trust deeds, or either of them, or shall fail to make payment of any assessment or tax required herein to be paid by the vendor, then the purchaser may on behalf of said vendor, for the purpose of protecting the rights herein acquired by such purchaser, make any

payment or payments that said vendor may have so defaulted on, as above specified, to the extent, however, only of such sum or sums as may be necessary to release the premises herein described from said liens above set forth, and all such payment or payments so made by it shall be credited to the extent of the amount so paid by such purchaser upon any deferred payment or payments herein undertaken to be paid to said vendor by said purchaser.

The purchaser covenants and agrees to pay all taxes and assessments that may be levied or assessed against said premises during the life of this agreement, and in the event that it shall neglect or fail to pay such taxes or assessments, then the vendor may pay the same and the amount thereof, together with interest thereon at five per cent (5%) per annum, shall become an additional part of the purchase price of said premises.

In the event that said purchaser shall default in the payment of the deferred payments herein required to be made by it or of any or either of them, or of any interest thereon when the same or any interest thereon shall become due and payable, and such default shall have continued for a period of six (6) months after due notice in writing shall have been served of the same upon said purchaser by the vendor, then and thereafter said vendor shall be entitled to retain and appropriate all payments and consideration theretofore made on behalf of the purchase price herein provided for, and in addition thereto to forfeit all right, title and interest of said purchaser in said above described premises, created by reason of this indenture, and the title to said premises shall thereupon remain and be vested in said vendor, free and clear of all rights at law or equity thereto now

or this instrument, to as full an extent as if the same had never been executed.

Notwithstanding the undertaking of the purchaser to pay all taxes and assessments that may be levied or assessed against said premises during the life of this agreement, the vendor nevertheless agrees to discharge in full any special assessments, taxes or levies that may be made upon any portion of the above described premises by reason of the fact that the same may hereafter be included in any sewer district and assessed in consequence thereof for the purpose of constructing a proposed and contemplated sewer system intended to drain that portion of the City of East Chicago lying east of the water way deeded to the United States Government, July 5, 1888. This undertaking, however, shall not be construed to cover any assessments or taxes except for said single above designated sewer improvement.

This agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers, and their corporate seals to be hereto affixed, this 16<sup>th</sup> day of January A.D. 1908.

EAST CHICAGO COMPANY,

By [Signature]

Vice-President.

ATTEST:

[Signature]  
Secretary.

GRASSELLI CHEMICAL COMPANY

By [Signature]

President

ATTEST:

[Signature]  
Secretary.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

On this 16<sup>th</sup> day of January A.D. 1908.  
before me, a Notary Public in and for the County and  
State aforesaid, personally appeared C. W. Hotchkiss,  
and C. W. Westberg, both to me known, who being by me  
duly sworn, severally did depose and say that he, the  
said C. W. Hotchkiss is the Vice-President of the EAST  
CHICAGO COMPANY, the corporation described in and which  
executed the above instrument, and that he the said  
C. W. Westberg, is the Secretary of the said corporation  
and that they know the seal of the said corporation; that  
the seal affixed to the said instrument is such corporate  
seal; that it was so affixed by the authority of the  
Board of Directors of the said corporation and that they  
signed their names thereto by like order. And further,  
they did severally acknowledge to me as such Vice-  
President and such Secretary, respectively, that they  
signed, sealed and delivered the said instrument for and  
in behalf of said EAST CHICAGO COMPANY by authority of  
its Board of Directors, and as the free and voluntary act  
and deed of said East Chicago Company, for the uses and  
purposes therein set forth.

Given under my hand and Notarial seal this 16<sup>th</sup>  
day of January A.D. 1908.

Robert J. Cary  
Notary Public

*My commission expires Feb 15, 1910*

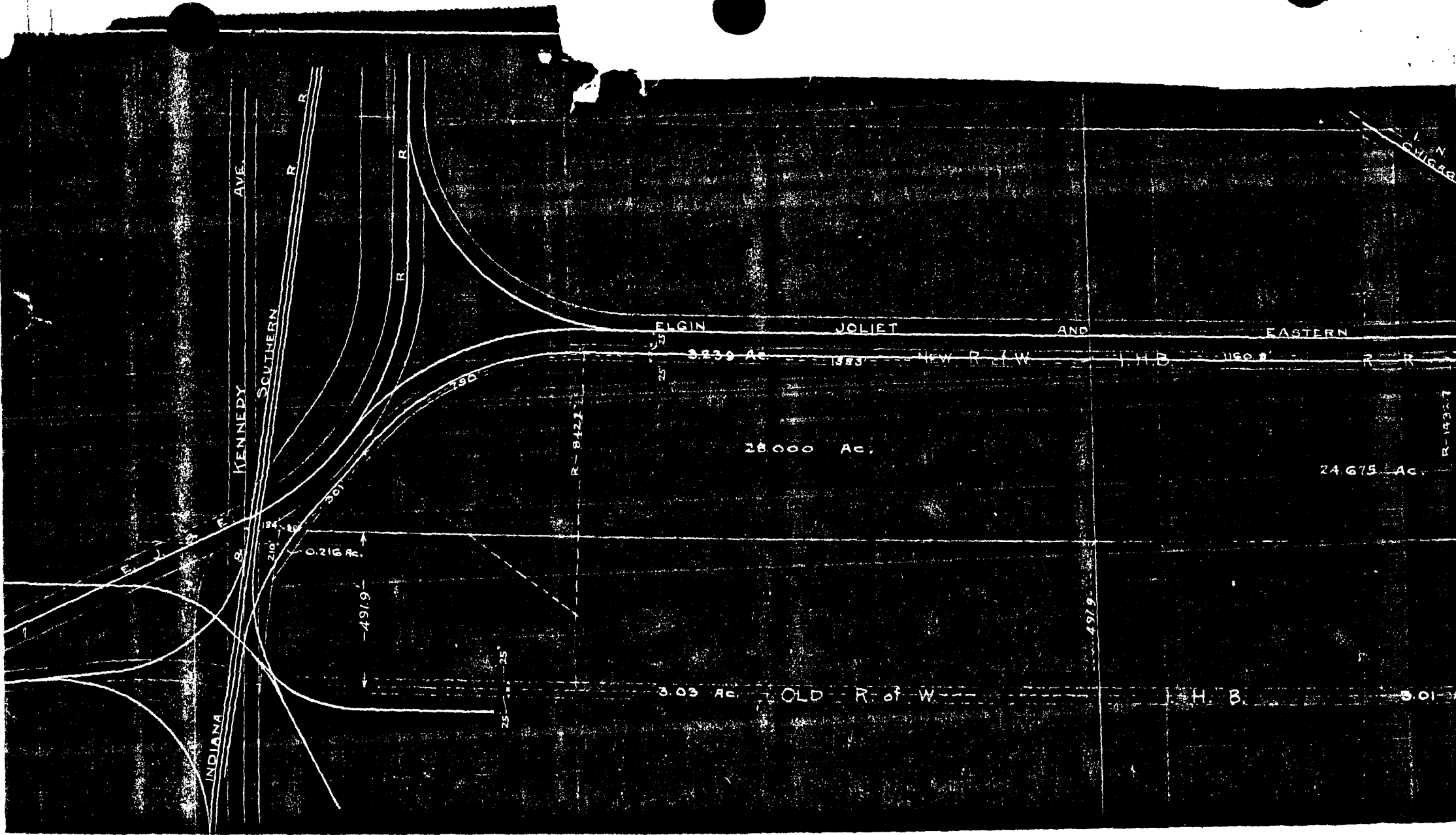
STATE OF Ohio  
COUNTY OF Cuyahoga } ss.

On this 17<sup>th</sup> day of January A.D. 1908,  
before me, a Notary Public in and for the County and  
State aforesaid, personally appeared Daniel Bailey  
and E. R. Bailey

both to me known, who being by me duly sworn, severally  
did depose and say that he, the said Daniel  
Bailey is the Vice President of the  
GRASSELLI CHEMICAL COMPANY, the corporation described  
in and which executed the above instrument, and that he  
the said E. R. Bailey, is the Secretary  
of the said corporation and that they know the seal of  
the said corporation; that the seal affixed to the  
said instrument is such corporate seal; that it was so  
affixed by the authority of the Board of Directors of  
the said corporation and that they signed their names  
thereto by like order. And further, they did severally  
acknowledge to me as such Vice President and such  
Secretary, respectively, that they signed, sealed and  
delivered the said instrument for and in behalf of said  
Grasselli Chemical Company by authority of its Board of  
Directors, and as the free and voluntary act and deed  
of said Grasselli Chemical Company, for the uses and  
purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup>  
day of January A.D. 1908.

W. B. Shaw  
Notary Public.

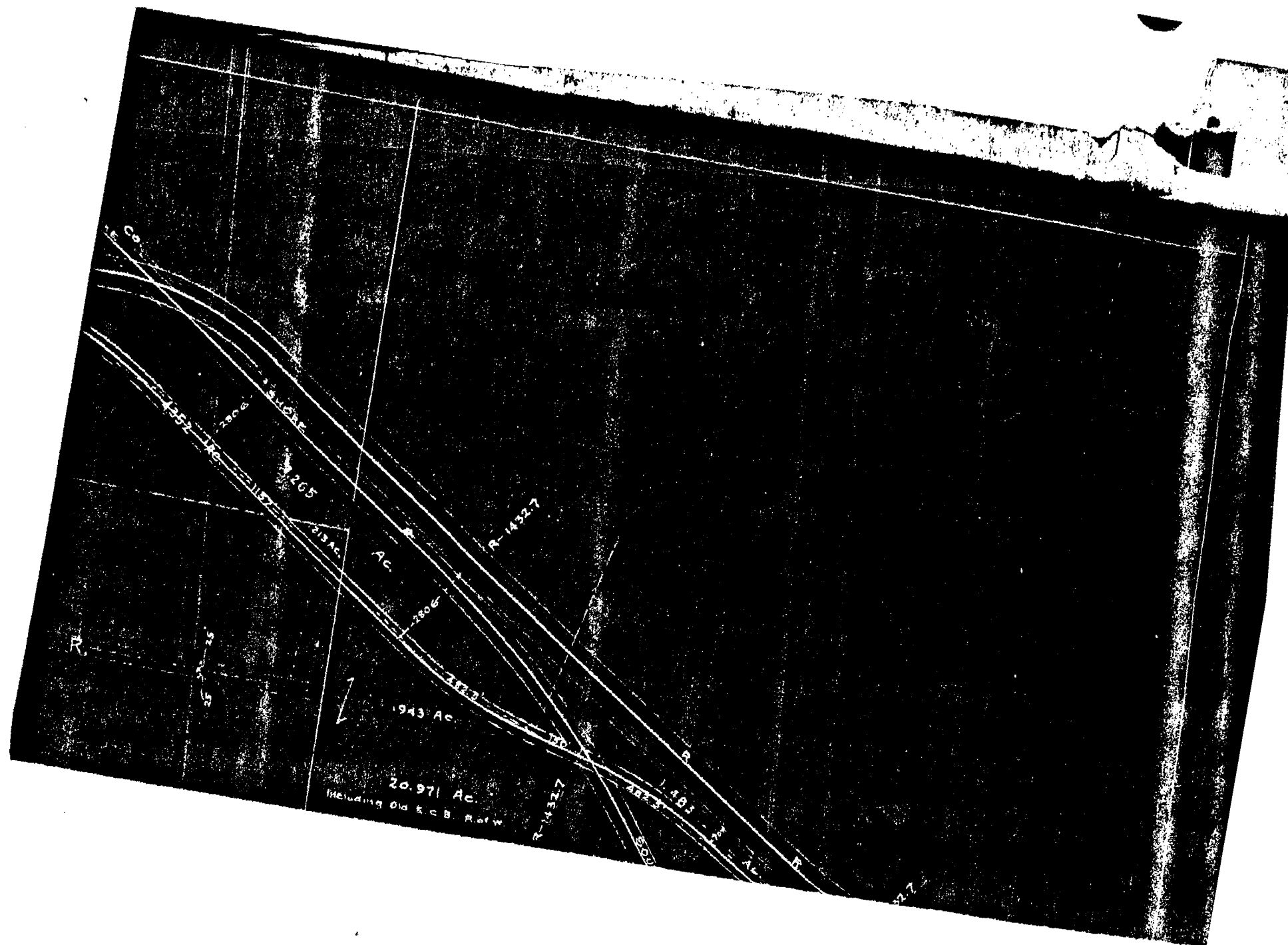




CHICAGO

33

SCALE 1"=300'  
Dec. 11-07



34

53.878 Ac.

26.859 Ac.

38.2 Ac.

5.996 Ac.

43.625

128.34

BEND

ELECTRIC

GRAND

CALUMET

RIVER

5-5-11-D

on va j. - A +  
Val. nat. B. 1907  
Deer Fil. 1502

✓  
1/16/1908 X

69191

of Indiana, } ss: No.....  
County.

RECEIVED FOR RECORD

2/25 day of January

1908, at 8 o'clock A.M.

Recorded in Record 36 Misc

532

W. E. Jones  
RECORDER LAKE COUNTY.

750  
- 80 m Due

ON, CARY, WALKER & HOWE  
LA SALLE STREET STATION  
CHICAGO

1/17/1908

This Indenture Witnesseth, That the Grasselli Chemical Company, a corporation, Conveys and Warrants to the Indiana Harbor Belt Railroad Company, a corporation for the sum of One and no/100 (\$1.00) Dollars the following Real Estate situate in the County of Lake, in the State of Indiana, to wit:

A strip of land Fifty (50) feet wide across the Northeast corner of the Southeast quarter (S.E. $\frac{1}{4}$ ) of the Northwest quarter (N.W. $\frac{1}{4}$ ) of Section thirty four (34) Township Thirty seven (37) North, Range Nine (9) West of the Second Principal Meridian, Lake County, Indiana, being twenty five (25) feet on each side of a center line parallel to and distant Two Hundred Eighty and Six Tenths (280.6) feet southwesterly from the center of the right of way for the pipe line of the Indiana Natural Gas and Oil Company, and intersecting the North line of said Southeast quarter (S.E. $\frac{1}{4}$ ) of the Northwest quarter (N.W. $\frac{1}{4}$ ) of Section Thirty four (34) at a point Two Hundred Thirty (230) feet more or less, West of the Northeast corner thereof; and the East line, One Hundred Sixty (160) feet more or less, south of said Northeast corner. Containing 0.300 of an acre more or less.

Also a triangular shaped parcel of land in the Northwest corner of the Southwest quarter (S.W. $\frac{1}{4}$ ) of the Northeast quarter (N.E. $\frac{1}{4}$ ) of Section Thirty three (33) Township and Range aforesaid, described as follows, to-wit:

Beginning at the point of intersection of the North line of said Southwest quarter (S.W. $\frac{1}{4}$ ) of the Northeast quarter (N.E. $\frac{1}{4}$ ) of Section Thirty three (33) and the Southeasterly line extended northeasterly of the triangular shaped parcel of land conveyed to Leon C. James, by warranty deed dated August 13, 1907, and recorded September 4, 1907 in book 128 page 220, which land was afterwards dedicated to the public as a highway; and running southwesterly along last described line a distance of Two Hundred Ten (210) feet; thence northeasterly to a point in the north line of the South-

west quarter (S.W. $\frac{1}{4}$ ) of the Northeast quarter (N.E. $\frac{1}{4}$ ) of Section thirty three (33) aforesaid; thence westerly Ninety (90) feet to the point of beginning. Containing 0.216 acres, more or less.

In Witness Whereof, the Grasselli Chemical Company has caused these presents to be executed by its Vice President, and its corporate seal to be hereto affixed duly attested by its Secretary this 16th day of January A.D. 1908.

(Corporate Seal)

Grasselli Chemical Company,

By Daniel Bailey, Vice-President

Attest: E. R. Bailey, Secretary.

State of Ohio, County of Cuyohoga, SS.

On this 17th day of January A.D. 1908, before me, a Notary Public in and for the County and State aforesaid, personally appeared Daniel Bailey and E. R. Bailey both to me known, who being by me duly sworn, severally did depose and say that he the said Daniel Bailey is the Vice President of the Grasselli Chemical Company, the corporation described in and which executed the above instrument, and that he the said E. R. Bailey is the Secretary of the said corporation and that they know the seal of the said corporation that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of the said corporation and that they signed their names thereto by like order. And further they did severally acknowledge to me as such Vice-President and such Secretary, respectively that they signed sealed and delivered the said instrument for and in behalf of said Grasselli Chemical Company by authority of its Board of Directors and as the free and voluntary act and deed of said Grasselli Chemical Company for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 17th day of January A.D., 1908.

(SEAL) W. T. Cashmare, Notary Public

Filed February 3rd, 1908 at 8 A.M.

H. E. Jones, Recorder

STATE OF INDIANA, }  
COUNTY OF LAKE, } SS:

*This is to certify that I, WILLIAM C. ROSE, Recorder of Lake County, Indiana, am the  
custodian of the records of this office, and that the foregoing is a full, true and complete copy of  
a Deed as recorded in*

*Deed Record 136, page 60 Page, together with the certificate of*

*H. E. Jones Recorder, at the time of filing of said instrument.*

*Dated this 17th day of September, 1928.*

*William C. Rose*  
Recorder Lake County, Ind.

2/11/1908

**Know All Men By These Presents**, that I, ADRIAN C. HONORE, Trustee of the County of Cook and State of Illinois, for and in consideration of One Dollar, and for other good and valuable considerations, the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto the **EAST CHICAGO COMPANY** of the County of Lake and State of Indiana, all the right, title, interest, claim, or demand, whatsoever, I may have acquired in, through, or by a certain trust deed, bearing date the 1st day of July, A. D. 1904, and recorded in the Recorder's office of Lake County, in the State of Indiana, in Book 58, page 171 et seq., as Document Number 44179, to the premises therein described, as follows, to-wit: All that part of the North Half (N.1/2) of the Northeast Quarter (NE.1/4) of Section Thirty-three (33) which lies South and East of the right of way of the Elgin, Joliet & Eastern Railway, conveyed to C. H. Ackert by deed dated August 4, 1899 and recorded August 25, 1899, in Book 89, pages 325 to 329, inclusive; containing thirty-one and three hundred sixty-six thousandths (31.366) acres.

Also all that part of the North Half (N.1/2) of the Northwest Quarter of Section Thirty-four (34) and of the East Half (E.1/2) of Section Thirty-four (34) which lies South of the right of way of the Elgin, Joliet & Eastern Railway aforesaid, and south and west of the right of way of the Chicago, Lake Shore & South Bend Electric Railway and north of the Grand Calumet River, containing one hundred ten and one hundred seventy-five thousandths (110.175) acres.

Also a narrow irregular shaped strip of land in the Northeast Quarter of Section Thirty-four (34), which is bounded on the Northeast by the right of way for the pipe line of the Indiana Natural Gas and Oil Company and on the south and west by the right of way of the Chicago, Lake Shore and South Bend Electric Railway and the right of way conveyed to the East Chicago Belt Railroad Company by warranty deed dated February 3, 1904, and recorded March 4, 1904, in Book 104, page 578, containing one and four hundred eighty-three thousandths (1.483) acres.

All in Township Thirty-seven (37) North, Range Nine (9), West of the Second Principal Meridian,

situated in Lake County and State of Indiana, together with all the appurtenances and privileges thereunto belonging or appertaining.

Not intending hereby to release or to in any way impair the lien of said trust deed as to any of the other property therein described.

Witness my hand and seal this Eleventh day of February A. D. 1908

(Signed) Adrian C. Honore [SEAL]  
Trustee.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

Before me, A. J. Kelly, a Notary Public in and for said County of Cook in the State of Illinois, personally appeared Adrian C. Honore, Trustee, known by me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free and voluntary act as such Trustee for the uses and purposes therein set forth.

Witness my hand and official seal this 11th day of February A. D. 1908

SEAL.

(Signed) A. J. Kelly

Notary Public.

Commission expires Dec. 24th 1911




Recorded in the Recorder's Office of Lake County, Indiana  
on the 14th day of February A.D. 1908 in Record 47, Page 166  
as Document # 69887.

State of Indiana,  
County of Lake, SS:

I, Anna E. Peterson, a Notary Public in and for the  
County and State aforesaid, do hereby certify that the within  
writing is a full, true and complete copy of the original recorded  
release in the files of the East Chicago Company.

Witness my hand and Notarial Seal this 10th day of December  
A. D. 1908.

  
Notary Public.

My commission expires May 14th 1912.

1908 Feb. 14 1502

2/11/1908

2-7-35/1908

THIS INDENTURE WITNESSETH, That the INDIANA  
HARBOR BELT RAILROAD COMPANY, a corporation, CONVEYS  
and QUIT-CLAIMS to THE GRASSELLI CHEMICAL COMPANY, a  
corporation, for the sum of One and no/100 (\$1.00)  
Dollars, all interest in the following described Real  
Estate, situate in the County of Lake, and State of  
Indiana, to-wit:

A strip of land Fifty (50) feet wide across the  
South Half (S 1/2) of the Northeast Quarter (NE 1/4)  
of Section Thirty-three (33), and across the Southwest  
Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of  
Section Thirty-four (34), all in Township Thirty-seven  
(37) North, Range Nine (9) West of the Second Principal  
Meridian, Lake County, Indiana, being Twenty-five (25)  
feet on each side of a center line described as follows,  
to-wit:

Commencing at the point of intersection of the  
West line of the South Half (S 1/2) of the Northeast  
Quarter (NE 1/4) of Section Thirty-three (33) aforesaid,  
and a line parallel to and Four Hundred Ninety-one and  
Nine-tenths (491.9) feet, distant Southerly from the  
North line of said South Half (S 1/2) of the Northeast  
Quarter (NE 1/4) of Section Thirty-three (33), and running  
in an easterly direction along said parallel line Twenty-  
six Hundred Forty-three and Forty-seven Hundredths  
(2643.47) feet to its point of intersection with the East  
line of said Section Thirty-three (33); thence continu-  
ing easterly on a straight line Thirteen Hundred Thirteen  
and Thirty-four Hundredths (1313.34) feet to a point in  
the East line of the Southwest Quarter (SW 1/4) of the  
Northwest Quarter (NW 1/4) of Section Thirty-four (34)  
aforesaid, said point being Five Hundred Four (504) feet  
distant from the Northeast corner of said Southwest  
Quarter (SW 1/4). Containing 4.535 acres, more or less;  
3.03 acres being in Section Thirty-three (33) and 1.505  
acres being in Section Thirty-four (34) aforesaid.

Subject to existing highway.

Above strip of land being the right of way con-  
veyed to the East Chicago Belt Railroad Company by deed  
dated February 1, 1904, and recorded March 4, 1904, in  
book 110, page 66.

Also, a strip of land Fifty (50) feet wide across  
the Southeast Quarter (SE 1/4) of the Northwest Quarter  
(NW 1/4) and in the Southwest Quarter (SW 1/4) of the  
Northeast Quarter (NE 1/4) of Section Thirty-four (34)  
aforesaid, being Twenty-five (25) feet on each side of  
a center line described as follows, to-wit:

Commencing at a point in the West line of said  
Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)

OK as to description R. D. Lyons

of said Section Thirty-four (34), which point is Five Hundred Four (504) feet South of the Northwest corner of said Southeast Quarter (SE 1/4) and running easterly on a straight line which is a continuation of a line extending through said point and a point in the West line of said Section Thirty-four (34), which is Four Hundred Ninety-one and Nine-tenths (491.9) feet southerly from the Northwest corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section, a distance of Eighteen Hundred and Forty-one (1841) feet to a point of curve; thence on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius convex to the Northeast a distance of Three Hundred Nineteen and Five-tenths (319.5) feet to the Southwest line of the right of way of the Chicago, Lake Shore and South Bend Electric Railway (excepting therefrom so much of the following described right of way as lies within said strip of land.) A strip of land Fifty (50) feet wide, being Twenty-five (25) feet on each side of a center line described as follows, to-wit:

Beginning at the point of intersection of the West line of the Northeast Quarter (NE 1/4) of Section Thirty-four (34) aforesaid, and a line parallel to and distant Two Hundred Eighty and Six-tenths (280.6) feet southwesterly from the center line of the right of way for the pipe line of the Indiana Natural Gas and Oil Company; thence southeasterly on last described line Two Hundred Seventy-five (275) feet to a point of curve; thence on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius convex to the Southwest a distance of Four Hundred Eighty-two and Five-tenths (482.5) feet to a point of tangent; thence southeasterly on said tangent One Hundred Fifty (150) feet, more or less to a point of curve in the center line of the Fifty (50) foot right of way conveyed to the East Chicago Belt Railroad Company below referred to.)

Containing 2.196 acres, more or less.

Above described strip of land being a portion of the Fifty (50) foot right of way conveyed to the East Chicago Belt Railroad Company by deed dated February 3, 1904, and recorded March 4, 1904, in Book 104, page 578.

#  
The Indiana Harbor Belt Railroad Company further grants to The Grasselli Chemical Company, the right to use jointly with the Indiana Harbor Belt Railroad Company for the movement back and forth over the same of cars and engines to and from The Grasselli Company's plant, such portion of the certain proposed spur track of the Indiana Harbor Belt Railroad Company and of the right of way upon

which the same is <sup>now on a 7' right of way line</sup> (to be) located, extending from the east line of the West Half (W 1/2) of Section Thirty-five (35), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana, to the west line of the right of way of the Chicago, Lake Shore and South Bend Electric Railway Company.

It also grants to the said The Grasselli Chemical Company the right to construct from said portion of spur track so jointly to be used, such switch tracks as it shall see fit, to reach that portion of The Grasselli Chemical Company's property lying between the Indiana Harbor Belt Railroad, the Chicago, Lake Shore and South Bend Electric Railway and the Elgin, Joliet and Eastern Railroad.

In the event that the Indiana Harbor Belt Railroad Company shall not have constructed at the time of the execution hereof any track or tracks upon said right of way so jointly to be used, then the grantee herein shall be entitled at any time hereafter, at its own expense, to construct such tracks as the grantee may require. Said tracks whether constructed by the grantor or by the grantee shall be open to the common user<sup>?</sup> of the parties hereto upon payment by each of its proportionate cost of interest, maintenance and repairs, based upon the relative use of the same by the parties hereto.

In the event that the grantor shall desire to acquire title to any tracks or improvements so constructed thereon by the grantee, it shall be entitled to purchase the same upon paying to the grantee the actual cost of the construction of said tracks and appurtenances, to be

evidenced by proper vouchers and the books of said grantee.

The grantor further grants to the said grantee, the right to construct a highway crossing across the said spur track and right of way of the grantor, at such point as shall be mutually agreed upon by the parties hereto; provided, however, that such crossing shall not be so located as to interfere with any improvements that said grantor may theretofore have constructed upon or appurtenant to said spur track or right of way.

IN WITNESS WHEREOF the INDIANA HARBOR BELT RAILROAD COMPANY has caused these presents to be executed by its President and its corporate seal to be hereto affixed, duly attested by its Secretary, this 25<sup>th</sup> day of February A.D. 1908.

INDIANA HARBOR BELT RAILROAD COMPANY,

By

W. A. Heman  
President.

ATTEST:

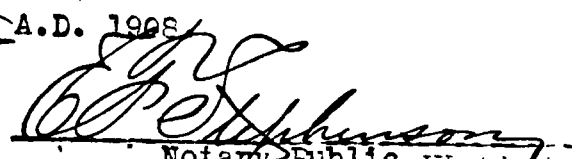
W. H. Pardee  
Secretary.

Glenn  
GENERAL MANAGER.

APPROVED AS TO FORM  
Glenn  
By W. H. Pardee

STATE OF NEW YORK     }  
COUNTY OF NEW YORK   } ss.

On this 25th day of February A.D. 1908,  
before me, a Notary Public in and for the County and  
State aforesaid, personally appeared W. H. Newman, and  
D. W. Pardee, both to me known, who being by me duly  
sworn, severally did depose and say that he, the said  
W. H. Newman is the President of the INDIANA HARBOR BELT  
RAILROAD COMPANY, the corporation described in and which  
executed the above instrument, and that he the said D.W.  
Pardee, is the Secretary of the said corporation and  
that they know the seal of the said corporation; that  
the seal affixed to the said instrument is such corporate  
seal; that it was so affixed by the authority of the  
Board of Directors of the said corporation and that they  
signed their names thereto by like order. And further,  
they did severally acknowledge to me as such President  
and such Secretary, respectively, that they had signed,  
sealed and delivered the said instrument for and in be-  
half of said Indiana Harbor Belt Railroad Company by  
authority of its Board of Directors, and as the free and  
voluntary act and deed of said Indiana Harbor Belt Rail-  
road Company, for the uses and purposes therein set  
forth.

Given under my hand and Notarial seal this 25th  
day of February A.D. 1908  
  
Notary Public, Westchester Co. N. Y.  
Commission expires 1st Jan. 1910.

Newton, Payne, Thompson  
1st. M. S. Bk. 82 p. 6170

✓ Dec 15 150

2/25/1908

76537

State of Indiana, } ss: No.....  
Lake County.

RECEIVED FOR RECORD

This 5th day of March  
A.D., 1908 at 8 o'clock A. M.  
and recorded in Record 128  
Page 531

H. E. Jones  
RECORDER LAKE COUNTY.

DULY ENTERED FOR  
TAXATION

MAR 5 1908

Charles A. Johnson,  
Auditor Lake Co.

GLENNON, CARY, WALKER & HOWE  
LA SALLE STREET STATION  
CHICAGO

3-5-8 a m

180  
Due

Cleveland, Ohio, July 31, 1930

T. J. ROSS, COMPTROLLER

I am returning to you, herewith, Auditor's file East Chicago Deeds - No. 26-D - Indiana Harbor Railway Co., from which I have taken the original deed from Indiana Harbor Belt Railroad to The Grasselli Chemical Company dated February 25, 1908, having substituted therefor a copy thereof. The deed contains the grant of certain rights to use the railroad company's tracks and also to construct certain tracks if the Railroad Company does not.

I am sending the original deed to you by separate letter, requesting that the same be filed with the original deed from duPont to this company in order to supplement that deed. The duPont deed transfers these rights if they are transferable in general terms only so that in order to know what these rights are reference would have to be made to this deed of February 25, 1908.



M. H. MILLER

MHM:EC



THIS AGREEMENT, executed in duplicate this  
4th day of April A.D. 1908, by and be-  
tween the CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY  
and the INDIANA HARBOR BELT RAILROAD COMPANY, as first  
parties, and THE GRASSELLI CHEMICAL COMPANY, as second  
party,

W I T N E S S E T H: That

WHEREAS, the second party desires the right  
at some time hereafter to lay and maintain a water pipe  
across the rights of way and under the several tracks of  
the first parties at One Hundred Fifty-first Street at  
the station known as Grasselli, in Lake County, Indiana; and

WHEREAS, the first parties are willing to  
grant such right;

NOW, THEREFORE, in consideration of the  
premises it is agreed by and between the parties hereto  
as follows:

The first parties in consideration of the sum  
of One Dollar (\$1.00) to each paid by the second party,  
the receipt whereof is hereby acknowledged, do severally  
grant unto the second party the right to construct at such  
time hereafter as the second party shall determine, across  
- their respective rights of way and under their respective  
tracks at One Hundred Fifty-first Street at the station  
known as Grasselli, in Lake County, Indiana, a water pipe for  
the purpose of supplying water to the plant of the second  
party, and the further right to maintain the same for the  
benefit of the second party, subject, however, to the  
following conditions:

WHEREAS, The Grasselli Chemical Company, a Delaware corporation, has this day conveyed unto E.I. duPont de Nemours and Company, a Delaware corporation, herein called "duPONT", property described in the within agreement dated April 4, 1908, made and entered into by and between Indiana Harbor Belt Railroad Company and The Grasselli Chemical Company, an Ohio corporation, and has agreed to convey to duPONT all of its right, title and interest in and to the said agreement; so that by virtue of the second

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid to it by duPONT, The Grasselli Chemical Company does hereby sell, assign, transfer and set over unto duPONT all of its right, title and interest in, to, under and by virtue of the within agreement; subject, however, to the obligations imposed upon The Grasselli Chemical Company, an Ohio corporation, by the terms of the within agreement.

Dated the 31st day of October, 1936.

THE GRASSELLI CHEMICAL COMPANY, INC.

By: E. J. Thompson  
Vice President

of the sum of (\$10.00) paid to it by duPONT.

and that a copy of this agreement shall be kept on file

at duPONT.

Witness my hand and seal this 31st day of October, 1936.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Attest:

My hand and seal this 31st day of October, 1936.

THE GRASSELLI CHEMICAL COMPANY, INC. is a corporation organized under the laws of the State of Ohio, and its principal office is located at 1000 Broadway, New York, N.Y. The Grasselli Chemical Company, Inc. is a corporation organized under the laws of the State of Ohio, and its principal office is located at 1000 Broadway, New York, N.Y.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

THE GRASSELLI CHEMICAL COMPANY, INC.

Attest:

Witness my hand and seal this 31st day of October, 1936.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Attest:

Such water pipe shall be constructed and laid across the rights of way and under the tracks of the first parties at the entire expense of the second party, and in such manner and location as the first parties shall determine upon. All work performed in connection with the construction of such water pipe and thereafter in the maintenance of the same shall be subject to the supervision and control of the first parties. It is further understood and agreed that the second party in doing any such work shall, as a part thereof, fully restore the premises of the first parties to their original condition and without expense of any kind or character to the first parties.

In the event that the second parties shall fail to properly maintain or repair said water pipe at any time, then the first parties shall be entitled at their option to make any such necessary repairs for the purpose of protecting the premises and property of the first parties, and all expense incurred therefor by the first parties shall be paid by the second party upon proper bills rendered to it.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first above written.

APPROVED AS TO FORM,  
Glennon, Cary, Walker & Howe,  
By *Glennon Cary*

CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY,

By *C. W. Harkins*

INDIANA HARBOR BELT RAILROAD COMPANY,

By *C. W. Harkins*

THE GRASSELLI CHEMICAL COMPANY,

By *Wm. D. Dwyer*

*Wm. D. Dwyer*  
*E. R. Dwyer, Secy*

WHEREAS, The Grasselli Chemical Company, an Ohio corporation, herein called "OHIO GRASSELLI", has this day conveyed unto E. I. duPont de Nemours and Company, a Delaware corporation, herein called "duPONT", property described in the within agreement dated April 4, 1908, made and entered into by and between Indiana Harbor Belt Railroad Company and OHIO GRASSELLI, and has agreed to convey to duPONT all of its right, title and interest in and to the said agreement:

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), paid to it by duPONT, OHIO GRASSELLI does hereby sell, assign, transfer and set over unto duPONT all of its right, title and interest in, to, under and by virtue of the within agreement, subject, however, to the obligations imposed upon OHIO GRASSELLI by the terms of the within agreement.

DATED this 30th day of November, 1928.

THE GRASSELLI CHEMICAL COMPANY

By: E. W. Furst

Vice President.

WHEREAS, E. I. duPont de Nemours and Company, a Delaware corporation, herein called "duPONT", has this day conveyed unto The Grasselli Chemical Company, a Delaware corporation, herein called "DELAWARE GRASSELLI", property described in the within agreement dated April 4, 1908, made and entered into by and between Indiana Harbor Belt Railroad Company and The Grasselli Chemical Company, an Ohio corporation, and has agreed to convey to DELAWARE GRASSELLI all of its right, title and interest in and to the said agreement:

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid to it by DELAWARE GRASSELLI, duPONT does hereby sell, assign, transfer and set over unto DELAWARE GRASSELLI all of its right, title and interest in, to, under and by virtue of the within agreement, subject, however, to the obligations imposed upon The Grasselli Chemical Company, an Ohio corporation, by the terms of the within agreement.

DATED this 30th day of November, 1928.

E. I. duPONT DE NEMOURS AND COMPANY,

By: A. Felix duPont

Vice President.

MHM:MC

IN WITNESS WHEREOF, the Board of Directors of the said company has caused this certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 30th day of November, 1928.

File with Deed #1502

4/4/1902



ENNON, CARY, WALKER & HOWE  
LA SALLE STREET STATION  
CHICAGO

11/13/1908

FORM OF RELEASE.

11/13/1908

THIS INDENTURE, made this 30th day of November 1908, between Frank H. Tuthill, of the City of Hammond, in the County of Lake and State of Indiana, and the Central Trust Company of New York, as Trustees, hereinafter called "the Trustees", parties of the first part, and the East Chicago Company, a voluntary association duly incorporated under the laws of the State of Indiana, hereinafter called "the Land Company, party of the second part,

WITNESSETH:

WHEREAS, the Calumet Canal & Improvement Company, a corporation duly incorporated under the laws of the State of Indiana, by indenture of mortgage bearing date the 1st day of July, 1887, and recorded in the office of the Recorder of Deeds for Lake County in the State of Indiana in Book 19 of Mortgages, Pages 1 to 10 inclusive, on the 13th day of July 1887, for the consideration therein mentioned, and to secure the payment of the bonds issued thereunder, duly conveyed certain lands and tenements, of which the lands hereinafter described are part, unto the said trustees; and

WHEREAS, in and by said indenture of mortgage, under the fourth article thereof, in order that sales and leases of portions of said lands and premises might be made free and clear from the lien of said mortgage, and the value of the remaining portions might thereby be increased and their improvement promoted, it was expressly provided that the Trustees might release, and they were thereby authorized and empowered to release any of the lands described in said mortgage from the lien thereof in tracts of forty acres and upwards, upon payment to the said Trustees of the sums of money required to be paid for such tracts respectively in accordance with the schedule of prices in said mortgage contained and set forth; such payment to said Trustees to be made by deposit of the money therefor with the Central Trust Company of New York, and such deposit to be made to the credit of and the account thereof to be kept under the title of "The Redemption Fund of the Calumet Canal & Improvement Company", as by reference to said fourth article of said mortgage will more fully appear; and

LOCAL ORDINANCES

WHEREAS, the Land Company did heretofore acquire from said Calumet Canal & Improvement Company all the property and premises mentioned and described in said mortgage or deed of trust, as will more fully appear by record of the deed evidencing said conveyance, bearing date January 31st 1903, which was filed for record in the office of the Recorder of deeds of Lake County, Indiana, on the 2nd day of February 1903, and duly recorded in Book 107, at page 94 of said deed records of said Lake County, Indiana; and

WHEREAS, the said Land Company has duly requested the said trustees to release from the lien of said mortgage the lands hereinafter described and has made payment to the said Trustees of the sum of Forty-six Thousand Forty-three and 80/100 Dollars (\$46,043.80), (that being the proper sum of money required to be paid for the release of the lands hereinafter described in accordance with the schedule of prices, namely, Four Hundred Dollars (\$400.00) per acre in Section Thirty-three (33) and Three Hundred Dollars (\$300.00) per acre in Section 34, by depositing said sum with the Central Trust Company of New York, which has deposited the same to the credit of the said Redemption Fund; and

WHEREAS, the tract of land hereinafter described contains more than forty (40) acres, to wit: Thirty-one and three hundred sixty-six thousandths (31.366) acres in Section Thirty-three (33) and One Hundred Eleven and six hundred fifty-eight thousandths (111.658) acres in Section Thirty-four (34), Township Thirty-seven (37) North, Range Nine (9), West of the Second Principal Meridian, in Lake County, Indiana; and

WHEREAS, it is provided in the fourth article of said mortgage or deed of trust that said Calumet Canal & Improvement Company should not be entitled to the release of more than forty acres from any quarter section of said United States survey unless there should have been released under said provision one forty acre tract from each quarter section, but it is further provided therein that upon application by the Improvement Company to said Trustees setting forth facts tending to show that a release of a larger tract from any such quarter section would promote the improvement or increase the value of the other land covered by the lien of said mortgage so as to enhance the security for the bonds thereby secured and then remaining unpaid, the said Trustees, if they should each of them consider that such release of a larger portion would tend to promote such

improvement or increase the value of the remaining lands might release, and they were thereby in such event authorized and empowered to release of the lands described in said mortgage any such tracts as they might consider of such advantage, upon payment of the release price thereof as set forth in said schedule, but providing that each release made under the exercise of this last mentioned power should show by its face the special assent of each of the Trustees at that time acting thereunder, as by reference to said mortgage or deed of trust will more fully appear; and

NOW, THEREFORE, the said Trustees, in pursuance of said agreement, and in consideration of the premises and the sum of Forty-six Thousand Forty-three and 80/100( \$ 46,043.80) Dollars to the said Central Trust Company of New York in hand duly paid, the receipt whereof is hereby acknowledged, have granted, released, quit-claimed and set over, and by these presents do grant, release, quit-claim and set over unto said Land Company, all that part of said mortgaged lands described as follows:

Also all that part of the North Half of the Northwest Quarter of Section Thirty-four (34) and of the East Half of Section Thirty-four (34) which lies south of the right of way of the Elgin, Joliet & Eastern Railway aforesaid, and south and west of the right of way of the Chicago, Lake Shore and South Bend Electric Railway and north of the Grand Calumet River, containing one hundred ten and one hundred seventy-five thousandths (110.175) acres.

Also a narrow irregular shaped strip of land in the Northeast Quarter of Section Thirty-four (34) which is bounded on the Northeast by the right of way ~~of~~ for the pipe line of the Indiana Natural Gas and Oil Company and on the south and west by the right of way conveyed to the Chicago, Lake Shore and South Bend Electric Railway and the right of



of the lands described in said mortgage and also as such mortgage  
and also as such mortgage in said mortgage and also as such mortgage  
and also as such mortgage in said mortgage and also as such mortgage

way conveyed to the East Chicago Belt Railroad Company by warranty deed  
dated February 3, 1904 and recorded March 4, 1904, in Book 104, Page 578 ;  
containing one and four hundred eighty-three thousandths (1.483) acres.

All in Township Thirty-seven (37) North, Range Nine (9), West of  
the Second Principal Meridian, situated in Lake County, and State of  
Indiana.

Together with the hereditaments and appurtenances thereunto belonging,  
and all the right, title and interest of said Trustees of, in and to the  
same, to the intent that the lands hereby conveyed may be discharged from  
the said mortgage, and that the rest of the lands in said mortgage specified  
and not already released may remain to the said Trustees as heretofore.

TO HAVE AND TO HOLD the lands and premises hereby released and con-  
veyed to the said Land Company, its successors and assigns, to its and  
their own proper use, benefit and behoof forever, free, clear and dis-  
charged of and from all lien and claim under and by virtue of the in-  
denture of mortgage or deed of trust aforesaid.

IN WITNESS WHEREOF, the said Frank H. Tuthill has hereunto set his  
hand and seal, and the said Central Trust Company of New York has hereunto  
set its corporate seal and has caused these presents to be signed in its  
name by its Vice President, and attested by its Assistant Secretary, all  
as of the day and year first above written.

( Signed ) Frank H. Tuthill ( Seal )

Sealed and delivered as to  
Frank H. Tuthill in the  
Presence of:

CENTRAL TRUST COMPANY OF NEW YORK

BY

( Signed ) E. Francis Hyde

Vice President.

Attest:

(Signed) M. Ferguson

Assistant Secretary.

THE REPORTER'S REPORTS, prepared in the county of Cook, State of Illinois, and the same are hereby certified to be correct and true.

CONCERNING THE SAME, the same are hereby certified to be correct and true. (1908) REPORTER'S REPORTS, prepared in the county of Cook, State of Illinois, and the same are hereby certified to be correct and true.

STATE OF ILLINOIS

SS:

COUNTY OF COOK,

I, Albert E. Rawson, a Notary Public in and for the County and State aforesaid, do hereby certify that on the first day of December 1908, before me personally appeared FRANK H. TUTHILL, known to me to be the same person whose name is subscribed to the foregoing Release as one of the parties of the first part thereto, and acknowledged that he executed the same as his free and voluntary act as such Trustee for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal this first day of December A.D.1908.

( Signed ) Albert E. Rawson

Notary Public.

My commission expires

July 13, 1911

Seal

STATE OF NEW YORK,  
SS:  
COUNTY OF NEW YORK,

I, Charles Flynn, a Notary Public for the State of New York in and for the County of New York, do hereby certify that on the Thirtieth day of November A. D. 1908 before me personally appeared E. Francis Hyde personally known to me to be the Vice President of the Central Trust Company of New York, the corporation described in and which executed the foregoing Release as one of the parties of the first part thereto, who being by me duly sworn did depose and say that he resides in the City of New York; that he is Vice President of the said Central Trust Company of New York, and knows the seal thereof; that the seal affixed to the foregoing Release is the corporate seal of said Company, and was affixed by authority of the Board of Trustees of said Company, and that said Release is executed as the voluntary act and deed of said Company, and that he signed his name thereto by the authority of the Board of Trustees of said Company as Vice President thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this Thirtieth day of November A. D. 1908.

(Signed ) Chas. Flynn  
Notary Public.

New York County

New York.

SEAL

I' CHIEF'S ESTATE'S POSSIBLE EVIDENCE FOR THE CASE OF NEW YORK IN  
CORRECTION OF NEW YORK

LEVEL OF NEW YORK

SS:

Recorded in the Recorder's Office of Lake County, Indiana, on  
the 5th day of December A.D.1908, in Record 53, Page 178, as Document  
Number 83786.


State of Indiana,

SS:

County of Lake,

I, Anna E. Peterson, a Notary Public in and for the  
County and State aforesaid, do hereby certify that the writing in  
and on the foregoing papers is a full, true and complete copy of the  
original recorded release in the files of the East Chicago Company.

Witness my hand and Notarial Seal this Tenth day of December  
A. D. 1908.

  
Notary Public.

My commission expires May 14th 1912.

7/19/13

THIS INDENTURE WITNESSETH, That the EAST CHICAGO COMPANY, a corporation of the State of Indiana, for the sum of One Hundred Thirty-six Thousand and Twenty-four Dollars (\$136,024.00), CONVEYS AND WARRANTS to THE GRASSELLI CHEMICAL COMPANY, a corporation of the State of Ohio, the following described real estate, situated in the County of Lake and State of Indiana, to-wit:

✓ All that part of the North Half of the Northeast Quarter of Section Thirty-three (33), Township Thirty-seven (37) North, Range Nine (9), West of the Second Principal Meridian, Lake County, Indiana, which lies South and East of the right of way of the Elgin, Joliet and Eastern Railway, conveyed to C. H. Ackert by deed dated August 4, 1899, and recorded August 25, 1899, in Book 89, pages 325 to 329, inclusive, ( excepting therefrom a strip of land Fifty (50) feet wide across said North Half of the Northeast Quarter of Section Thirty-three (33), being Twenty-five (25) feet on each side of a center line described as follows, to-wit:

Beginning at a point on the South line of the North Half of the Northeast Quarter of Section Thirty-three (33), aforesaid, said point being One Hundred Fifty-three (153) feet East of the Southwest corner thereof; thence Northeasterly Three Hundred One (301) feet to a point of curve; said point being Twenty-five (25) feet Southeasterly from the Southeasterly line of the right of way of the Elgin, Joliet and Eastern Railway; thence Northeasterly on a curve of Eight Hundred Forty-two and two-tenths (842.2) feet radius, convex to the Northwest and distant Twenty-five (25) feet, from above right of way line, a distance of Seven Hundred Ninety (790) feet to a point of tangent; thence Easterly on said tangent which is parallel to and distant Twenty-five (25) feet Southeasterly from the South line of right of way of the Elgin, Joliet and Eastern Railway, aforesaid, a distance of Fifteen Hundred and Eighty-three (1583) feet to the East line of said Section Thirty-three (33).

Excepting also the triangular parcel of land in the Southwest corner of said North Half of the Northeast Quarter of Section Thirty-three (33), bounded on the South by the South line thereof, on the Southeast by above described strip of land Fifty (50) feet wide and on the Northwest by the right of way of the Elgin, Joliet and Eastern Railway, aforesaid.)

Containing 28.00 acres more or less.

Also all that part of the North Half of the Northwest Quarter of Section Thirty-four (34) and of the East Half of Section Thirty-four (34) Township and Range aforesaid, which lies South of the right of way of the Elgin, Joliet and Eastern Railway aforesaid, and South and West of the right of way of the Chicago, Lake Shore and South Bend Electric Railway, and North of the Grand Calumet River. (Excepting therefrom so much of a strip of land Fifty (50) feet wide, as lies within said North Half of the Northwest Quarter and in the Northeast Quarter of said Section Thirty-four (34), and which lies Twenty-five (25) feet on each side of a center line described as follows, to-wit;

Beginning at a point on the West line of said Section Thirty-four (34), said point being Twenty-five (25) feet South of the South line of right of way of the Elgin, Joliet and Eastern Railway aforesaid; thence Easterly on a line parallel to and distant Twenty-five (25) feet from said right of way line, a distance of Eleven Hundred Sixty and Eight-tenths (1160.8) feet to a point of curve; thence Southeasterly on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius convex to the Northeast, a distance of Eight Hundred Forty-one and Sixty-five Hundredths (841.65) feet to a point of tangent; thence Southeasterly on a tangent, parallel to and distant Two Hundred Eighty and Six-tenths (280.6) feet Southwesterly from the center of the pipe line of the Indiana Natural Gas and Oil Company, a distance of Eleven Hundred Fifty-seven and no Hundredths (1157.0) feet to a point of curve; thence Southeasterly on a curve of Fourteen Hundred Thirty-two and Seven-tenths (1432.7) feet radius, convex to the Southwest, a distance of Four Hundred Eighty-two and Five-tenths (482.5) feet to a point of tangent; thence Southeasterly on said tangent, which is tangent to the center line of a curve in the Fifty (50) foot right of way conveyed to the East Chicago Belt Railroad Company by warranty deed dated February 3, 1904, and recorded March 4, 1904, in book 104, page 578, a distance of One Hundred Twenty-five (125) feet, to the Southwest line of right of way of the Chicago, Lake Shore and South Bend Railway; and excepting also, so much of the right of way conveyed to the East Chicago Belt Railroad Company above referred to as lies between above described strip of land and the West line of the Northeast Quarter of Section Thirty-four (34) aforesaid.

Containing 106.098 acres, more or less.

Also a narrow irregular shaped strip of land in the Northeast Quarter of Section Thirty-four (34) aforesaid, which is bounded on the Northeast by the right of way for the pipe line of the Indiana Natural Gas and Oil Company and on the South and West by the right-of-way of the Chicago, Lake Shore and South Bend Electric Railway and the right-of-way conveyed to the East Chicago Belt Railroad Company by warranty deed dated February 3, 1904, and recorded March 4, 1904, in Book 104, page 578.

Containing 1.483 acres, more or less.

This conveyance is made subject to the second installment of the general taxes for the year 1912 and to the general taxes for the year 1913.

IN WITNESS WHEREOF, the EAST CHICAGO COMPANY has caused these presents to be executed by its Vice-President and attested by its Secretary, this 19<sup>th</sup> day of July A.D. 1913.

EAST CHICAGO COMPANY

By

*C. Bursch*  
Vice-President.

ATTEST:

*Beryl C. Hunt*  
Secretary.

STATE OF INDIANA,  
COUNTY OF LAKE,

I, Anna E. Peterson, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that C. A. Westberg, Vice-President, and Beverly Chew, Secretary, of the East Chicago Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said East Chicago Company for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial Seal this 19<sup>th</sup> day of  
July A.D. 1913.

James E. Peterson  
Notary Public.

My commission expires May 8, 1946



18898

Deed No 1502.

7/19/1913

Warranty Deed  
East Chicago Company  
to  
The Gravelle Chemical  
Company

Cleveland

State of Indiana }  
Lake County }

RECEIVED FOR RECORD

This... day of...  
A. D. 1913 at ... o'clock  
and recorded to Record...  
Page...

*Charles A. Johnson*

NOTARY PUBLIC

DULY ENTERED FOR  
TAXATION

OCT 23 1913

Charles A. Johnson

Auditor Lake Co.

10/3/13

2.00

HAYS & HAYS

JOHN T. HAYS  
(DECEASED)  
WILL H. HAYS  
MINKLE C. HAYS  
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OF COUNSEL

HAYS & HAYS  
ATTORNEYS-AT-LAW  
SULLIVAN IND.

(COPY)

June 21, 1927.

Hon. Lewis S. Bowman,  
Auditor of State,  
State House,  
Indianapolis, Indiana.

Dear Sir:

In re: APPLICATION OF THE GRASSELLI CHEMICAL COMPANY FOR DEED OR PATENT FOR CERTAIN MEANDER LANDS NORTH OF GRAND CALUMET RIVER IN SECTIONS 33 AND 34 IN TOWNSHIP 37 NORTH OF RANGE 9 WEST OF 2ND P.M., IN LAKE COUNTY, INDIANA.

There is transmitted with this letter, and as a part hereof, an "Abstract and Statement of Paper Title of The Grasselli Chemical Company as to Lands Bordering on Grand Calumet River in Lake County, Indiana."

The abstract is a summary of conveyances, etc., forming the source and chain of title of The Grasselli Chemical Company, and the abstract is taken from original abstracts of The Grasselli Chemical Company and is submitted in lieu of the original abstracts, because the original abstracts are voluminous and cover other lands. Mortgages where the equity of redemption has been redeemed, and title papers of similar import, which would not create adverse possession in others, have been omitted in the abstract compilation.

The statement of the paper title attached hereto, with the abstract, is a resume of the chain of title and its history.

Respectfully submitted,

\_\_\_\_\_. Attorneys  
for The Grasselli Chemical Company.

2071444 402  
ALLOPHEAS-ALP  
HAY 8 HAY

ABSTRACT AND STATEMENT OF  
PAPER TITLE OF THE GRASSELLI  
CHEMICAL COMPANY AS TO LANDS  
BORDERING ON GRAND CALUMET  
RIVER IN LAKE COUNTY, INDIANA.

AN ABSTRACT AND STATEMENT OF  
THE PAPER TITLE OF LANDS OWN-  
ED BY THE GRASSELLI CHEMICAL  
COMPANY IN LAKE COUNTY, INDIANA.

The lands owned by The Grasselli Chemical Company  
in Lake County, Indiana, are described as follows:

Lot 2, in Sec. 33, T. 37 N., R. 9 W. of the 2nd P.M.,  
Lake Co., Ind., containing 37.20 acres more or less,  
with all riparian rights belonging thereto, excepting  
a 50 foot strip, the center line of which is describ-  
ed as follows: Commencing at a point on the East  
line of Lot 4 of Sec. 34, 25 feet North of the East  
and West center line of said Section, thence North-  
westerly on a tangential curve convex to the South  
West and having a radius of 1910.1 feet for a dis-  
tance of 458.3 feet, thence Northwesterly across said  
Lot 4, Lots 1 and 2, 3 and 4, of the N.  $\frac{1}{4}$  of Sec. 33,  
to a point of curve, thence on a tangential curve  
convex to the North East and having a radius of 1910.1  
feet for a distance of 458.3 feet to a point 1545 feet  
from the North line of and 988 feet East of the West  
line of Sec. 33, thence West 1545 feet from and par-  
allel with the North line of Sec. 33 to the West line  
thereof, situated in Lake Co., Ind.

Lot No. 1, in Sec. 33, T. 37 N., R. 9 W. of the 2nd  
P.M., containing 45.6 acres more or less. Also Lot  
No. 4, in Sec. 34, T. 37 N., R. 9 W. of the 2nd P.M.  
containing 68.7 acres more or less, together with  
all riparian rights appurtenant thereto. Excepting  
a 50 foot strip the center line of which is described  
as follows: Commencing at a point on the East line  
of Lot No. 4 of Sec. 34, 25 feet North of the East  
and West center line of said Section, thence North-  
westerly on a tangential curve convex to the South  
West and having a radius of 1910.1 feet for a dis-  
tance of 458.3 feet, thence Northwesterly across  
said Lot 4, Lots 1 and 2, 3 and 4, of the N.  $\frac{1}{4}$  of  
Sec. 33, to a point of curve, thence on a tangential  
curve convex to the North East and having a radius  
of 1910.1 feet for a distance of 458.3 feet to a  
point 1545 feet from the North line of and 988 feet  
East of the West line of Sec. 33, thence West 1545  
feet from and parallel with the North line of Sec.  
33 to the West line thereof, situated in Lake Co.,  
Ind.

All that part of the N $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33, T. 37 N., R.  
9 W., 2nd P.M., Lake Co., Ind., which lies South  
and East of the right of way of the Elgin, Joliet  
and Eastern Railway, conveyed to C.H. Askert by  
deed dated Aug. 4, 1899, and recorded Aug. 25, 1899,  
in Book No. 89, Pages 325 to 329 inclusive, (except-  
ing therefrom a strip of land 50 feet wide across  
said N $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33, being 25 feet on each side  
of a center line described as follows, to-wit:

Beginning at a point on the South line of the N $\frac{1}{2}$  NE $\frac{1}{4}$  Sec. 33 aforesaid. Said point being 153 feet East of the Southwest corner thereof, thence Northeasterly 301 feet to a point of curve, said point being 25 feet Southeasterly from the Southeasterly line of the right of way of the Elgin, Joliet and Eastern Railway; thence Northeasterly on a curve of 842.2 feet radius convex to the Northwest and distant 25 feet from above right of way line a distance of 790 feet to a point of tangent, thence Easterly on said tangent which is parallel to and distant 25 feet Southeasterly from the South line of right of way of the Elgin, Joliet and Eastern Railway aforesaid, a distance of 1583 feet to the East line of said Sec. 33. Excepting also the triangular parcel of land in the Southwest corner of said N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 33, bounded on the South by the South line thereof, on the Southeast by above described strip of land 50 feet wide and on the Northwest by the right of way of the Elgin, Joliet and Eastern Railway aforesaid), containing 28.00 acres, more or less. Also all that part of the N $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec. 34, and of the E $\frac{1}{2}$ , Sec. 34, Township and Range aforesaid which lies South of the right of way of the Elgin, Joliet and Eastern Railway aforesaid, and South and West of the right of way of the Chicago, Lake Shore and South Bend Electric Railway and North of the Grand Calumet River, (excepting therefrom so much of a strip of land 50 feet wide as lies within said N $\frac{1}{2}$  NW $\frac{1}{4}$  and in the NE $\frac{1}{4}$  of said Sec. 34, and which lies 25 feet on each side of a center line described as follows, to-wit: Beginning at a point on the West line of said Sec. 34, said point being 25 feet South of the South line of right of way of the Elgin, Joliet and Eastern Railway aforesaid; thence Easterly on a line parallel to and distant 25 feet from said right of way line a distance of 1160.8 feet to a point of curve, thence Southeasterly on a curve of 1432.7 feet radius convex to the Northeast a distance of 841.65 feet to a point of tangent, thence Southeasterly on a tangent parallel to and distant 280.6 feet Southwesterly from the center of the pipe line of the Indiana Natural Gas and Oil Company, a distance of 1157.0 feet to a point of curve, thence Southeasterly on a curve of 1432.7 feet radius convex to the Southwest a distance of 482.5 feet to a point of tangent, thence Southeasterly on said tangent which is tangent to the center line of a curve in the 50 foot right of way conveyed to the East Chicago Belt Railroad Company by Warranty Deed, dated Feb'y 3, 1904, and recorded March 4, 1904, in Book No. 104, Page 578, a distance of 125 feet to the Southwest line of right of way of the Chicago, Lake Shore and South Bend Railway and excepting also so much of the right of way conveyed to the East Chicago Belt Rail Road Company above referred to as lies between above described strip of land and the West line of the NE $\frac{1}{4}$ , Sec. 34 aforesaid, containing 106.098 acres more or less. Also a narrow irregular shaped strip of land in the NE $\frac{1}{4}$ , Sec. 34 aforesaid, which is bounded on the Northeast by the right of way for the pipe line of the Indiana Natural Gas and Oil Company and on the South and West by the right of way of the Chicago, Lake Shore and South Bend Electric Railway and the right of way conveyed to the East Chicago Belt Rail Road Company by Warranty Deed dated Feb'y 3, 1904, and

recorded March 4, 1904, in Book No. 104, Page 578, containing 1.483 acres more or less, in Lake Co., Ind.

The SE $\frac{1}{4}$  NE $\frac{1}{4}$ , and that part of the E $\frac{1}{2}$  SW $\frac{1}{4}$  North of the Calumet River of Sec. 34, T. 37 N., R. 9 W., 2nd P.M., situated in Lake Co., Ind., together with all riparian rights thereunto belonging, excepting therefrom the right of way of the East Chicago Belt Railroad Company and highway.

All the interest acquired by The Grasselli Chemical Company from the Indiana Harbor Belt Railroad Company by deed dated February 25, 1908, recorded in Book No. 128, at Pages 531 to 533, described as follows:

All interest in a strip of land 50 feet wide across the SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 33 and across the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 34, all in T. 37 N., R. 9 W., 2nd P.M., Lake Co., Ind., being 25 feet on each side of a center line described as follows, to-wit: Commencing at the point of intersection of the West line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33 aforesaid and a line parallel to and 491.9 feet distant Southerly from the North line of said SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33 and running in an Easterly direction along said parallel line 2643.47 feet to its point of intersection with the East line of said Sec. 33, thence continuing Easterly on a straight line 1313.34 feet to a point in the East line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 34, aforesaid, said point being 504 feet distant from the Northeast corner of said W., containing 4.535 acres more or less; 3.03 acres being in Sec. 33 and 1.505 acres being in Sec. 34 aforesaid. Subject to existing highway, above strip of land being the right of way conveyed to the East Chicago Belt Railroad Company by deed dated Feb. 1, 1904, and recorded March 4, 1904, in Book 110, Page 66. Also a strip of land 50 feet wide across the SE $\frac{1}{4}$  NW $\frac{1}{4}$  and in the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 34, aforesaid being 25 feet on each side of a center line described as follows, to-wit: Commencing at a point in the West line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Sec. 34, which point is 504 feet South of the Northwest corner of said SE $\frac{1}{4}$  and running Easterly on a straight line which is a continuation of a line extending through said point and a point in the West line of said Sec. 34 which is 491.9 feet Southerly from the Northwest corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section, a distance of 1841 feet to a point of curve, thence on a curve of 1432.7 feet radius convex to the Northeast a distance of 319.5 feet to the Southwest line of the right of way of the Chicago, Lake Shore & South Bend Electric Railway, (excepting therefrom so much of the following described right of way as lies within said strip of land. A strip of land 50 feet wide being 25 feet on each side of a center line described as follows to-wit: Beginning at the point of intersection of the West line of the NE $\frac{1}{4}$  Sec. 34, aforesaid and a line parallel to and distant 280.6 feet Southwesterly from the center line of the right of way for the pipe line of the Indiana Natural Gas & Oil Company, thence Southeasterly on last described line 275 feet to a point of curve, thence on a curve of 1432.7 feet radius convex to the Southwest a distance of 482.5 feet to a point of tangent, thence Southeasterly

on said tangent 150 feet more or less to a point of curve in the center line of the 50 foot right of way conveyed to the East Chicago Belt Railroad Company below referred to, containing 2.196 acres more or less. Above described strip of land being a portion of the 50 foot right of way conveyed to the East Chicago Belt Railroad Company by deed dated Feb. 3, 1904 and recorded March 4, 1904, in Book 1904, Page 578. The Indiana Harbor Belt Railroad Company further grants to The Grasselli Chemical Company the right to use jointly with the Indiana Harbor Belt Railroad Company for the movement back and forth over the same of cars and engines to and from The Grasselli Company's plant such proposed spur track of the Indiana Harbor Belt Railroad Company and of the right of way upon which the same is to be located extending from the East line of the  $\frac{1}{2}$ , Sec. 35, T. 37 N., R. 9 W., 2nd P.M., in Lake Co., Ind., to the West line of the right of way of the Chicago Lake Shore & South Bend Electric Railway Company. It also grants to the said The Grasselli Chemical Company the right to construct from said portion of spur track so jointly to be used, such switch tracks as it shall see fit to reach that portion of The Grasselli Company's property lying between the Indiana Harbor Belt Railroad, the Chicago, Lake Shore & South Bend Electric Railway and the Elgin, Joliet & Eastern Railroad. In the event that the Indiana Harbor Belt Railroad Company shall not have constructed at the time of the execution hereof any tract or tracks upon said right of way so jointly to be used, then the grantee herein shall be entitled at any time hereafter at its own expense to construct such tracks as the grantee may require. Said tracks whether constructed by the grantor or by the grantee shall be open to the common user of the parties hereto upon payment by each of its proportionate cost of interest, maintenance and repairs, based upon the relative use of the same by the parties hereto. In the event that the grantor shall desire to acquire title to any tracks or improvements so constructed thereon by the grantee, it shall be entitled to purchase the same upon paying to the grantee the actual cost of the construction of said tracks and appurtenances, to be evidenced by proper vouchers and the books of said grantee. The grantor further grants to the grantee the right to construct a highway crossing across the said spur track and right of way of the grantor at such point as shall be mutually agreed upon by the parties hereto, provided however that such crossing shall not be so located as to interfere with any improvement that said grantor may theretofore have constructed upon or appurtenant to said spur track or right of way.

Excepting from the above described real estate the property and rights conveyed by The Grasselli Chemical Company to Indiana Harbor Belt Railroad by deed Dated January 16, 1908, and recorded in Book 136 at Page 80, and described as follows:

A strip of land 50 feet wide across the Northeast corner of the SE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 34, T. 37 N. R. 9 W., 2nd P.M., Lake Co., Ind., being 25 feet on each side of a center line parallel to and distant 280.6 feet Southwesterly from the center of the right of way for the pipe line of the Indiana Natural Gas & Oil Company and intersecting the North line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 34 at a point 230 feet more or less, West of the Northeast corner thereof, and the East line 160 feet more or less, South of said Northeast corner, containing 0.300 of an acre more or less. Also a triangular shaped parcel of land in the Northwest corner of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33, Township and Range aforesaid, described as follows, to-wit: Beginning at the point of intersection of the North line of said SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33, and the Southeasterly line extended Northeasterly of the triangular shaped parcel of land conveyed to Leon C. James, by Warranty Deed, dated Aug. 13, 1907 and recorded Sept. 4, 1907, in Book 123, Page 220, which land was afterwards dedicated to the public as a highway and running Southwesterly along last described line a distance of 210 feet; thence Northeasterly to a point in the North line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33 aforesaid; thence Westerly 90 feet to the point of beginning, containing 0.216 acres more or less in Lake Co., Ind.



ACT OF CONGRESS  
GRANTING SWAMP LANDS TO THE SEVERAL STATES.

PASSED SEPTEMBER 28, 1850.

AN ACT to enable the State of Arkansas and other States to reclaim the "Swamp Lands" within their limits.

(Approved September 28, 1850).

Section 1. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That to enable the State of Arkansas to construct the necessary levees and drains to reclaim the swamp and overflowed lands therein, the whole of those swamp and overflowed lands, made unfit thereby for cultivation, which shall remain unsold at the passage of this act, shall be, and the same are hereby granted to said State.

Sec. 2. And be it further enacted, That it shall be the duty of the Secretary of the Interior, as soon as may be practicable after the passage of this act, to make out an accurate list and plats of the lands described as aforesaid, and transmit the same to the governor of the State of Arkansas, and, at the request of said governor, cause a patent to be issued to the State therefor; and on that patent, the fee simple to said lands shall vest in the said State of Arkansas, subject to the disposal of the legislature thereof: Provided, however, That the proceeds of said lands, whether from sale or by direct appropriation in kind, shall be applied, exclusively, as far as necessary, to the purpose of reclaiming said lands by means of the levees and drains aforesaid.

Sec. 3. And be it further enacted, That in making out a list and plats of the land aforesaid, all legal subdivisions, the greater part of which is "wet and unfit for cultivation", shall be included in said list and plats; but when the greater part of a subdivision is not of that character, the whole of it shall be excluded therefrom.

Sec. 4. And be it further enacted, That the provisions of this act be extended to, and their benefits be conferred upon, each of the other States of the Union in which such swamp and overflowed lands, known as designated as aforesaid, may be situated.

CHAPTER 104.

AN ACT to regulate the sale of the Swamp Lands donated by the United States to the State of Indiana, and to provide for the draining and reclaiming thereof, in accordance with the condition of said grant.

(Approved May 29, 1852).

Section 1. Be it enacted by the General Assembly of the State of Indiana, That the auditor and treasurer of each county in the State, be and are hereby appointed agents on the part of the State, to sell the swamp lands lying within the respective counties of which they are auditor and treasurer; and should either of said officers refuse to perform the duties required by this act, it shall be the duty of the Governor to appoint some suitable person or persons to act as such agents in accordance with the provisions of this act.

Sec. 2. It shall be the duty of each treasurer of the different counties in this State, in which any swamp lands may lie, to file in the auditor's office of his county a penal bond in the sum of ten thousand dollars, with five or more freeholders as sureties, to be approved by the board of commissioners of his county, conditioned for the faithful performance of his duties as such agent, and the payment of all moneys which shall come into his hands on account of the swamp lands, according to law.

Sec. 3. It shall be the duty of the Auditor of State as soon as possible after the State shall receive her patent from the United States for the swamp lands, to cause to be prepared maps or plats of all the swamp lands lying within the bounds of each county separately showing the township, range, section, and parts of sections, together with the numbers of each, in which said lands may lie, which maps or plats he shall forward to the different county auditors as soon as possible after the completion thereof.

Sec. 4. It shall be the duty of each county auditor of this State, immediately after receiving the map or plat of the swamp lands lying within the bounds of his county, to give sixty days notice by notice published in a newspaper of general circulation, printed in Indianapolis, and (in) a newspaper published in his county, if there be one, if not, in the newspaper published nearest to his county in this State, and also to cause printed handbills of the time, place and terms of the sale of said swamp lands, to be circulated in each and every county adjoining the county of which he is auditor.

Sec. 5. The place of sale for the swamp lands, shall be at the court house in each county of this State in which the said lands may be situated, and it shall be the duty of the county auditor, to attend at the court house of his county at the time mentioned in the notice of the sale of said swamp lands, and offer for sale at public auction in legal subdivisions, and as near as practicable in half quarter sections, all the swamp lands lying within his county, and for that purpose shall continue the sale from day to day until all of the said land shall have been offered for sale.

Sec. 6. Each tract of land so offered for sale shall be struck

off to the highest bidder therefor, for any sum not less than one dollar and twenty-five cents for each acre in the tract.

Sec. 7. The county auditor shall, as soon as convenient, within twenty-four hours after the sale of any tract or tracts of said land, deliver to the purchaser thereof a brief certificate stating therein the name of the purchaser, the tract or tracts purchased by him, the number of acres contained in said tract or tracts, and the price per acre at which the same was sold, signed by the auditor officially.

Sec. 8. The purchaser of any tract or tracts of land sold by the auditor as aforesaid, shall immediately present the certificate given to him by the auditor, as prescribed in the preceding section, to the county treasurer, and pay to said treasurer the whole amount of the purchase money for the tract or tracts in said certificate specified.

Sec. 9. On the payment by the purchaser of any tract or tracts of land of the amount of money due therefor it shall be the duty of the treasurer to give to the purchaser thereof a duplicate receipt, specifying therein the date of the receipt of the money, the name of the purchaser, the amount paid for each acre, the number of acres in the tract or tracts, the county, congressional township, range and section in which the tract or tracts are situated, which receipt shall be in the following form substantially: "No. \_\_\_\_\_ Treasurer's office of \_\_\_\_\_ county, in the State of Indiana; Received of \_\_\_\_\_ of \_\_\_\_\_ county in the State of \_\_\_\_\_ the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents, being the purchase money for \_\_\_\_\_ section No. \_\_\_\_\_ in township No. \_\_\_\_\_ of range No. \_\_\_\_\_ containing \_\_\_\_\_ acres and \_\_\_\_\_ hundredths of an acre, which entitles the said \_\_\_\_\_ to a deed from the State of Indiana for said lands on presentation of this certificate to the said treasurer."

Sec. 10. Said certificates shall bear date on the day on which it is issued, and shall be registered by the treasurer in a book provided for that purpose, by entering in said book a correct copy of said certificate.

Sec. 11. Said certificate of entry shall not be assignable, but shall be evidence of title to the land mentioned therein, in the persons in whose names they shall issue; and if by accident the certificate shall be lost or destroyed, the person or his heirs, in whose name the same shall have been issued, shall be entitled to receive from the treasurer a second duplicate or certificate of purchase for the tract or tracts of land in the original certificate mentioned, on making and filing with the treasurer an affidavit of the loss or destruction of the original certificate of purchase, which second certificate shall be a true copy of the copy of the original one as recorded in the books of his office, and by the treasurer certified to be such.

Sec. 12. It shall be the duty of the treasurer of each county, at the end of every ninety days, to make out and forward to the Auditor of State, a full and complete copy of the record of certificates by him issued, to purchasers within the preceding ninety days which shall be certified by him to be a full, true and perfect transcript of the record of certificates by him issued to purchasers within the preceding ninety days, and the same shall be certified by the auditor of the county, under the seal of the board of commissioners of said county to be a correct and full statement of all the entries of land made in his office within the preceding ninety

days.

Sec. 13. It shall be the duty of the county auditors of each county in which any swamp lands may be situated, to enter in a book by him provided for that purpose, a brief description of each tract of land purchased, the number of acres contained therein, the price paid for each acre, the name of the purchaser or purchasers, and the date of the purchase.

Sec. 14. It shall be the duty of the Auditor of State, as soon as he shall receive the returns from the treasurers of the lands sold within the preceding ninety days within their counties, to prepare a deed of conveyance by way of warrantee deed, in the names of the purchasers for the lands purchased, which deed of conveyance shall be signed by the Governor of the State of Indiana, officially, and attested by the Secretary of State of Indiana, and the seal of the State affixed thereto.

Sec. 15. It shall be the duty of the Secretary of State, so soon as the said deeds shall be executed, to forward the same to the treasurer of the county in which the lands mentioned in the deed shall be situated; and it shall be the duty of the treasurer to deliver the same to the purchaser named therein on the presentation to him of the original or certified copy of the original certificate of purchase for the lands mentioned therein.

United States      Copy of Letters Patent, dated March 24, 1853,  
to                      grants and conveys the whole of fractional  
                         Secs. 30, 31, 32, 33 and 34, (with other lands,) all in T. 37 N., R. 9 W., containing 11,154.81  
State of Indiana    acres, according to the official plats of survey of said lands returned to the General Land Office by the Surveyor General. According to the provisions of an Act of Congress, approved Sept. 28, 1850, entitled, "An Act to enable the State of Arkansas and other States to reclaim the Swamp Lands within their limits." Sets forth that said lands have been selected as "Swamp and Overflowed Lands," enuring to the said State under the Act aforesaid, being situated in the District of Lands subject to sale at Winamac, Indiana, and for which the Governor of the State of Indiana, did on Dec. 18, 1852, request a Patent to be issued to the said State. Signed by the President and Secretary of State.

Certificate of Assistant Commissioner of the General Land Office as to said copy is dated April 10, 1920.

Recorded April 19, 1920, in Book No. 270, Page 514.

This same patent is also recorded in book 128 at Page 348 and in Book 52 at Pages 531 and 532.

-No. 12-

STATE OF INDIANA, by      Certificate of Purchase, dated Nov. 3,  
Janna S. Holton, Treas- 1855, conveys Lots No. 1 and 2 of the  
urer Lake Co.,            N.E.  $\frac{1}{4}$  Sec. 33, T. 37, R. 9, containing  
                         to                      82-86/100 acres, which entitles the said  
GEO. W. CLARKE           G.W. Clarke to a deed from the State of  
                         Indiana for said lands on presentation  
of this certificate to the said treasurer. Recorded Nov. 12, 1855,  
in miscellaneous record "A", page 303.

-No. 13-

STATE OF INDIANA, by      Certificate of Purchase, dated Nov. 3,  
Janna S. Holton, Treas- 1855, conveys the N.  $\frac{1}{2}$  N.E.  $\frac{1}{4}$  Sec. 33, T.  
urer Lake Co.,            37, R. 9, containing 80 acres, which en-  
                         to                      titles the said G.W. Clarke to a deed  
GEO. W. CLARKE           from the State of Indiana for said lands  
                         on presentation of this certificate to the  
said treasurer. Recorded Nov. 12, 1855, in miscellaneous record  
"A", page 316.

-No. 14-

STATE OF INDIANA, by      Certificate of Purchase, dated Nov. 3,  
Janna S. Holton, Treas- 1855, conveys the S.E.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  Sec. 34,  
urer Lake Co.,            T. 37, R. 9, containing 40 acres, which  
                         to                      entitles the said G.W. Clarke to a deed  
GEO. W. CLARKE           from the State of Indiana for said lands  
                         on presentation of this certificate to  
the said treasurer. Recorded Nov. 12, 1855, in miscellaneous  
Record "A", page 299.

-No. 15-

STATE OF INDIANA, by  
Janna S. Holton, Treas-  
urer Lake Co.,  
to  
GEORGE W. CLARKE  
this certificate to the  
in miscellaneous record "A", page 300.

Certificate of Purchase, dated Nov. 3,  
1855, conveys Lot No. 3 of the S.E.  $\frac{1}{4}$   
Sec. 34, T. 37, R. 9, containing 132  
acres, which entitles the said G. W.  
Clarke to a deed from the State of Ind-  
iana for said lands on presentation of  
the said treasurer. Recorded Nov. 12, 1855,

-No. 16-

STATE OF INDIANA, by  
Janna S. Holton, Treas-  
urer Lake Co.,  
to  
GEO. W. CLARKE  
to the said treasurer.  
Record "A", page 300.

Certificate of Purchase, dated Nov. 3,  
1855, conveys Lots No. 1 and 2 of the S.E.  
 $\frac{1}{4}$  Sec. 34, T. 37, R. 9, containing 67-80/100  
acres, which entitles the said G.W. Clarke  
to a deed from the State of Indiana for said  
lands on presentation of this certificate  
Recorded Nov. 12, 1855, in miscellaneous re-

-No. 17-

STATE OF INDIANA, by  
Janna S. Holton, Treas-  
urer Lake Co.,  
to  
GEO. W. CLARKE  
treasurer. Recorded Nov. 12, 1855, in miscellaneous record "A",  
page 304.

Certificate of Purchase, dated Nov. 3, 1855,  
conveys Lot No. 4 of the N.W.  $\frac{1}{4}$  Sec. 34, T.  
37, R. 9, containing 68-70/100 acres, which  
entitles the said G.W. Clarke to a deed from  
the State of Indiana for said lands on pre-  
sentation of this certificate to the said

-No. 18-

STATE OF INDIANA, by  
Janna S. Holton, Treas-  
urer Lake Co.,  
to  
GEO. W. CLARKE  
Nov. 12, 1855, in miscellaneous record "A", page 304.

Certificate of Purchase, dated Nov. 3, 1855,  
conveys the N.  $\frac{1}{4}$  E.W.  $\frac{1}{4}$  Sec. 34, T. 37, R. 9,  
containing 80 acres, which entitles the said  
G.W. Clarke to a deed from the State of Ind-  
iana for said lands on presentation of this  
certificate to the said treasurer. Recorded

-No. 19-

STATE OF INDIANA, by  
Janna S. Holton, Treas-  
urer Lake Co.,  
to  
GEO. W. CLARKE  
Nov. 12, 1855, in miscellaneous record "A", page 304.

Certificate of Purchase, dated Nov. 3, 1855,  
conveys the N.E.  $\frac{1}{4}$  Sec. 34 T. 37 R. 9, con-  
taining 160 acres, which entitles the said  
G.W. Clarke to a deed from the State of Ind-  
iana for said lands on presentation of this  
certificate to the said treasurer. Recorded

-No. 20-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys the E.E.  $\frac{1}{4}$  N.E.  $\frac{1}{4}$  Sec. 33, T. 37, N.R. 9  
GEORGE W. CLARKE W., containing 40 acres, be the same more or  
less, situated in Lake County, where said lands  
were offered for sale in accordance with the provisions of an act  
of the General Assembly of the State of Indiana, approved May 29,  
1852, entitled "An Act to regulate the sale of the swamp lands  
donated by the United States to the State of Indiana, and to pro-  
vide for the draining and reclaiming thereof in accordance with  
the conditions of said grant" and also of the several acts sup-  
plemental thereto. Signed by the Governor and Secretary of State.  
Recorded Nov. 12, 1855 in Book I, page 360.

-No. 21-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys the N.W.  $\frac{1}{4}$  N.E.  $\frac{1}{4}$ , Sec. 33, T. 37, N.,  
GEORGE W. CLARKE R. 9 W., containing 40 acres, be the same more  
or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Sign-  
ed by the Governor and Secretary of State. Recorded March 4, 1857,  
in book "J", page 346.

-No. 22-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys Lot No. 1 of the N.E.  $\frac{1}{4}$  Sec. 33, T.  
GEORGE W. CLARKE 37 N., R. 9 W., containing 45-60/100 acres, be  
the same more or less, situated in Lake County,  
where said lands were offered for sale. (Same form as No. 20  
hereof). Signed by the Governor and Secretary of State. Recorded  
March 4, 1857, in book "J", page 349.

-No. 23-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys Lot No. 2 of the N.E.  $\frac{1}{4}$  Sec. 33 T. 37  
GEORGE W. CLARKE N., R. 9 W., containing 37-20/100 acres, be  
the same more or less, situated in Lake County,  
where said lands were offered for sale. (Same form as No. 20  
hereof). Signed by the Governor and Secretary of State. Recorded  
March 4, 1857, in book "J", page 350.

-No. 24-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys the N.W.  $\frac{1}{4}$  N.E.  $\frac{1}{4}$  Sec. 34, T. 37 N.,  
GEORGE W. CLARKE R. 9 W., containing 40 acres, be the same more or  
less, situated in Lake County, where said lands  
were offered for sale. (Same form as No. 20 hereof). Signed by  
the Governor and Secretary of State. Recorded March 4, 1857, in  
book "J", page 356.

-No. 25-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys the E.E.  $\frac{1}{4}$  N.E.  $\frac{1}{4}$ , Sec. 34, T. 37 N.,  
GEORGE W. CLARKE R. 9 W., containing 40 acres, be the same more  
or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Signed  
by the Governor and Secretary of State. Recorded March 4, 1857,  
in Book "J", page 357.

-No. 26-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys the S.W.  $\frac{1}{4}$ , N.E.  $\frac{1}{4}$ , Sec. 34, T. 37 N.,  
GEORGE W. CLARKE      R. 9 W., containing 40 acres, be the same more  
                         or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Signed  
by the Governor and Secretary of State. Recorded March 4, 1857,  
in Book "J", page 358.

-No. 27-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys the N.E.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , Sec. 34, T. 37 N.,  
GEORGE W. CLARKE      R. 9 W., containing 40 acres, be the same more  
                         or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Signed  
by the Governor and Secretary of State. Recorded March 4, 1857,  
in book "J", page 359.

-No. 28-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys the N.W.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , Sec. 34, T. 37 N.,  
GEORGE W. CLARKE      R. 9 W., containing 40 acres, be the same more  
                         or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Signed  
by the Governor and Secretary of State. Recorded March 4, 1857,  
in book "J", page 360.

-No. 29-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys the S.W.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , Sec. 34, T. 37 N.,  
GEORGE W. CLARKE      R. 9 W., containing 40 acres, be the same more  
                         or less, situated in Lake County, where said  
lands were offered for sale. (Same form as No. 20 hereof). Signed  
by the Governor and Secretary of State. Recorded March 4, 1857,  
in book "J", page 361.

-No. 30-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys Lot No. 4 of the N.W.  $\frac{1}{4}$ , Sec. 34, T.  
GEORGE W. CLARKE      37, N., R. 9 W., containing 68-70/100 acres,  
                         be the same more or less, situated in Lake  
County, where said lands were offered for sale. (Same form as No.  
20 hereof). Signed by the Governor and the Secretary of State.  
Recorded March 4, 1857, in book "J", page 362.

-No. 31-

STATE OF INDIANA      State Patent, dated June 10, 1856, grants and  
to                      conveys Lot No. 3 of the S.W.  $\frac{1}{4}$ , Sec. 34, T.  
GEORGE W. CLARKE      37 N., R. 9 W., containing 32 acres, be the  
                         same more or less, situated in Lake County,  
where said lands were offered for sale. (Same form as No. 20  
hereof). Signed by the Governor and Secretary of State. Recorded  
March 4, 1857, in book "J", page 363.



-No. 32-

STATE OF INDIANA State Patent dated June 10, 1856, grants and  
to conveys Lot No. 1, of the S.E.  $\frac{1}{4}$ , Sec. 34, T.  
GEORGE W. CLARKE 37 N., R. 9 W., containing 35-50/100 acres,  
be the same more or less, situated in Lake  
County, where said lands were offered for sale. (Same form as No.  
20 hereof). Signed by the Governor and Secretary of State. Re-  
corded March 4, 1857, in book "J", page 364.

-No. 33-

STATE OF INDIANA State Patent, dated June 10, 1856, grants and  
to conveys Lot No. 2, of the S.E.  $\frac{1}{4}$ , Sec. 34, T.  
GEORGE W. CLARKE 37 N., R. 9 W., containing 32-30/100 acres, be  
the same more or less, situated in Lake County,  
where said lands were offered for sale. (Same form as No. 20 hereof).  
Signed by the Governor and Secretary of State. Recorded March 4,  
1857, in book "J", page 365.

-No. 34-

GEORGE W. CLARKE Warranty Deed, Feb'y 9, 1856, conveys the N.  $\frac{1}{4}$   
to N.E.  $\frac{1}{4}$  & N.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  & Lots No. 1 and 2 N.E.  $\frac{1}{4}$   
WILLIAM W. BEACH & Lots 3 & 4 N.W.  $\frac{1}{4}$ , Sec. 33 T. 37, R. 9,  
329-50/100 acres; N.E.  $\frac{1}{4}$  & N.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  & S.E.  $\frac{1}{4}$   
N.W.  $\frac{1}{4}$  & Lot No. 4 N.W.  $\frac{1}{4}$  & Lot No. 3 S.W.  $\frac{1}{4}$  & Lots No. 1 and 2 S.E.  
 $\frac{1}{4}$ , Sec. 34, T. 37, R. 9 - 448-50/100 acres; and other lands, con-  
taining in the aggregate 2,927-75/100 acres; be the same more or  
less, in Lake Co., Ind., for the sum of \$9,671-33/100. Acknowledged  
regularly before Junius Mulvey, Com'r for Indiana, in Cook Co.,  
Ill. Recorded Feb'y 18, 1856, in book "L", pages 166 & 167.

-No. 35-

WM. W. BEACH Mortgage, dated Feb'y 9, 1856, mortgages and  
to warrants the same 2,927-75/100 acres as de-  
GEORGE W. CLARKE scribed in the preceding deed (No. 34 hereof).  
To secure the payment of \$8,777.34 as follows:  
\$1,474, due 6 months, \$922 due one year, and the balance of  
\$6,381.34 in two equal payments, due in 3 and 4 years, with 6%  
interest, payable annually, being unpaid balance of purchase  
money without relief from valuation or appraisement laws, acknow-  
ledged regularly before Junius Mulvey, Com'r for Indiana, in Cook  
Co., Ill. Recorded Feb'y 15, 1856, in book "F", pages 515 & 516.

-No. 36-

STATEMENT The mortgage shown at No. 35 hereof was fore-  
closed in a proceeding instituted in the Lake  
Circuit Court in 1859 with a supplemental proceeding to reinstate  
lost record instituted in 1873. As a result of those proceedings,  
the Sheriff of Lake County made a conveyance to George Washington  
Clarks, as shown in the following entry hereof.

LUMAN A. FOWLER, Sheriff  
Lake County,  
to  
GEORGE WASHINGTON CLARKE

Sheriff's Deed, dated Dec. 27, 1860, conveys N.E.  $\frac{1}{4}$  & N.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  & Lots 1 & 2, N.E.  $\frac{1}{4}$ , & Lots 3 & 4, N.W.  $\frac{1}{4}$ , all in Sec. 33, being the whole of said section which lies North of the Grand Calumet River, in T. 37, R. 9; the whole of Sec. 34, North of the Grand Calumet River, to-wit: The N.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$  & S.E.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , & Lots No. 1, 2, 3 and 4, and N.E.  $\frac{1}{4}$ , being all in Sec. 34, T. 37, R. 9 (with other lands), all of the foregoing described real estate being situate in Lake Co., Ind. This deed made in accordance with judgment of foreclosure and order of sale return. Acknowledged before Amos Allman, Recorder of Lake County, Indiana. Recorded Dec. 28, 1860, in book "T", page 229 to page 235, inclusive.

GEORGE W. CLARKE  
to  
JACOB FORSYTH

Power of Attorney, dated July 30, 1866, appoints his attorney to take possession of all lands and real estate in the State of Indiana, owned now or hereafter by me, to grant, bargain and sell the same, make deeds and conveyances, lease the same, collect moneys and receipt for same, etc. Acknowledged regularly before George Gardner, Notary Public, in Chicago, Cook County, Ill. Stamped; recorded Aug. 3, 1866, in book "U" of miscellanies pages 197 & 198.

GEORGE W. CLARKE  
to  
SARAH JANE CLARKE,  
HARRIET SAVILLE  
CLARKE, CAROLINE M.  
FORSYTH, ROBERT  
DUNLAP CLARKE, HEN-  
RY FRANCIS CLARKE.

Last Will and Testament, dated June 20, 1866, order and direct that my whole estate remaining after all just debts are paid, etc., to be divided into four equal parts or shares, including therein all my estate, real or personal, at law or in equity, whatsoever and wheresoever; I give, devise and bequeath one equal share or fourth part of the whole to my sister, Sarah Jane Clarke; another equal share or fourth part to my sister, Harriet Saville Clarke; another equal share or fourth part to my sister, Caroline M. Forsyth, the wife of Jacob Forsyth, and the other or last equal share or fourth part I give to my two brothers, Robert Dunlap Clarke and Henry Francis Clarke, to be divided equally between them; and should either of them de cease before the taking effect of this will, then the share of such deceased brother to descend to his widow and children, dividing equally per capita; and should either of my sisters above mentioned de cease before this instrument takes effect as a last will, then in such case of the deceased sister shall leave no child or children to take in their stead, such share or fourth part as would otherwise go to said sister if living, shall go to the surviving sister or sisters equally, but if leaving child or children, such shall stand in place of the deceased parent in succession to the estate or legacy. This instrument not to interfere or disparage the contract lately made with Jacob Forsyth in relation to the timber. Subject to that contract I give and devise to my executors in trust, all my estate real, and lands situated in Indiana or Illinois or elsewhere, to sell and dispose of the same, for such price and on such terms of payment and security as to them shall seem best, to receive payment therefor, and to give deeds or proper conveyance thereof to the purchaser or purchasers from time to time, as fast as sold and paid for, or secured to be paid for, and for all and singular, which several purposes give them all needed power and authority so to sell and convey and execute

deeds of conveyances in the premises, and when converted into money to distribute as above provided, etc. Appoints Jacob Forsyth and Robert D. Clarke, to be executors and trustees, or the survivor of them, and whichever one shall act, exonerates him from the obligation of giving bail or security for the performance of the duties as executors or trustees, etc. (Signed) George W. Clarke, Witnesses, H.F. Mather and Levi B. Taft.

Edward S. Saloman, Clerk, of Cook Co., Ill., certifies that George W. Clarke died Aug. 15, 1866, and that said Jacob Forsyth and Robert D. Clarke were duly appointed executors, and qualified as such Aug. 20, 1866.

Recorded (no date) in will record "A", pages 136 to 141, in clerk's office.

Transcript, made Aug. 20, 1866, and certified to by said Edward S. Saloman, clerk. Certificate of James E. Bradwell, County Judge of Cook Co., Ill., setting forth that Edward S. Saloman was the clerk of the County Court, etc. The will, together with said certificate, was stamped, and recorded Dec. 26, 1866, in book "U" of miscellanies, pages 256, 257, 258 & 259.

-No. 40-

ESTATE OF GEORGE W. CLARK:

In the Lake Common Pleas Court

On Sept. 2, 1867: Now comes Jacob Forsyth, executor of said estate, and submits his petition asking for the admission of record of foreign will in this estate in the clerk's office of the court, which motion is sustained by the court.

Probate order book "B", page 621.

And in the Lake Circuit Court.

On Sept. 7, 1875: Now comes Jacob Forsyth and Caroline M. Forsyth, and file petition and certified copy of the will of said Clark, and the probate thereof, from Cook Co., Ill., and said petitioners ask that said will be recorded here.

Probate order book "C", page 268.

-No. 41-

SARAH J. CLARKE, HAR-	Quit Claim deed, Dec. 1, 1868, conveys all
RIET S. CLARKE	right, title, interest, claim and demand
to	of first party in and to all the lands be-
CAROLINE M. FORSYTH	longing to the estate of the late George W.
	Clarke, deceased, situate, lying and being
	in Lake Co., Ind., for the sum of \$5,000. Acknowledged regularly
	by Sarah Jane Clarke and Harriet S. Clarke before J. Springer,
	Notary Public in Fayette Co., Penn. Stamped, Recorded March 13,
	1869, in book No. 10, pages 468 & 469.

JACOB FORSYTH & ROBERT D. CLARKE, EXECUTORS OF THE ESTATE OF GEORGE W. CLARKE, deceased,

to  
CAROLINE M. FORSYTH

Deed, dated Dec. 1, 1868, conveys all of Sec. 33, T. 37 N., R. 9 W., North of the Grand Calumet River, containing 329-50/100 acres; all of Sec. 34, T. 37 N., R. 9 W., North of the Grand Calumet River, containing 488-50/100 acres; (with other lands) embracing in all 8,874 acres more or less, and the intention of this instrument being to convey to second party all the lands in Lake County, of which the late George W. Clarke died seized, for the sum of \$10,000, acknowledged regularly by Clarke (executor) before Byron Reed, Notary Public in Douglas Co., Neb. Acknowledged regularly by Forsyth (executor) before George Willard, Notary Public in Cook County, Ill. Stamped. Recorded March 13, 1869, in book No. 10 pages 518 to 523.

-No. 43-

ROBERT D. CLARKE & MARY E. (wife),  
to  
CAROLINE M. FORSYTH

Quit Claim Deed, Dec. 1, 1868, conveys all the right, title, interest, claim and demand we may have in and to all the lands belonging to the estate of the late George W. Clarke, deceased, situate, lying and being in Lake Co., Ind., for the sum of \$2,500. Acknowledged regularly before Byron Reed, Notary Public in Douglas County, Neb. Stamped. Recorded April 2, 1869, in book No. 10, pages 524 & 525.

-No. 44-

H.F. CLARKE & BELLE T.  
" , wife,  
to  
CAROLINE M. FORSYTH

Quit Claim Deed, Dec. 1, 1868, conveys all the right, title, interest, claim and demand which we have in and to all the lands belonging to the estate of the late George W. Clarke, deceased, situate and being in Lake Co., Ind., for the sum of \$2,500. Acknowledged regularly by Henry F. Clarke and Belle T. Clarke before J.F. Young, Notary Public in St. Louis Co., Missouri. Stamped, Recorded April 2, 1869, in book No. 10, pages 526 & 527.

-No. 45-

Caroline M. Forsyth & Jacob Forsyth  
vs.

Robert Clarke, Mary H. Clarke, Francis G. Clarke, Henry Catlin, William C. Catlin, Guy Catlin, \_\_\_\_\_ Clarke, wife of William H. Clarke, Jr., William H. Clarke, Jr., Mary W. Dawson, John Frew, Caroline Harris, \_\_\_\_\_ Harris, her husband, Mary McClain, Seth McClain, her husband, Louisa Frew, Rachel Duncan, \_\_\_\_\_ Duncan, her husband, William C. Frew, John M. Frew, \_\_\_\_\_ Frew, his wife, Louisa C. Beeson, Sarah Jane Clarke, Harriet S. Clarke, Robert D. Clarke, Mary Clarke, Henry F. Clarke, Belle T. Clarke, heirs at law of George W. Clarke, deceased, Robert D. Clarke and Jacob Forsyth, executors of the estate of George W. Clarke, deceased.

In the Lake Circuit Court.

Complaint, filed March 7, 1876, sets forth that Caroline M. Forsyth is sister of George W. Clarke, who died in Chicago in 1866. That defendants are the heirs at law of said decedent. That decedent made a will, in which he devised all his real and personal estate, after payment of debts, in four equal parts; 1 to Caroline

E. Forsyth, & to Harriet S. Clarke, & to Robert D. Clarke, and & to Henry F. Clarke. That said will was duly proved and probated in the Cook County Probate Court, and the executors entered upon their duties, paid all the debts, and made final settlement of said estate. That the will record and all papers were burned in the great fire in October, 1871. That said heirs divided the lands, and made deeds among themselves; the plaintiff, Caroline M. Forsyth, receiving (among other lands): All of Sec. 33, T. 37, R. 9, North of the river, 329-50/100 acres; all of Sec. 34, T. 37, R. 9, North of the river, 448-50/100 acres. That she has paid the other heirs therefor, and has held possession and paid taxes thereon since said division. Wherefore plaintiff asks that her title be quieted, and that any interest the defendants may have by reason of the destruction of such will, be decreed in plaintiff. Also for appointment of commissioner to convey, etc.

Affidavit of non-residence filed March 7, 1876, as to all the defendants herein.

Non-resident notice published in "Crown Point Register" on March 9<sup>th</sup>, 16<sup>th</sup> and 23<sup>rd</sup>, 1876.

And on April 25, 1876: Now comes the plaintiff by counsel, and show to the court (filing of non-resident affidavit, and publication of notice, as above set forth), and thereupon this cause is continued.

Order book "H", page 32.

And on Sept. 5, 1876: Depositions on behalf of the plaintiffs are published, and the defendants being each three times called, come not, but herein wholly make default, and plaintiff has leave to insert christian names of defendants whose christian names are unknown. And it appearing that William C. Catlin and Guy Catlin, are minors, Julius W. Youche, Esq., is appointed by the court guardian ad litem for said minors, and after being duly sworn as such guardian files the answer of said minors.

And it appearing that the plaintiff's complaint has been on file for more than 60 days previous to first day of this court.

Order book "H", page 205.

-No. 46-

In the Lake Circuit Court.

CAROLINE M. FORSYTH and  
JACOB FORSYTH

vs.

ROBERT CLARK, MARY H. CLARK,  
FRANCIS G. CLARK, HENRY CAT-  
LIN, WILLIAM C. CATLIN, GUY  
CATLIN, WILLIAM H. CATLIN, Jr.,  
MRS. \_\_\_\_\_ CLARK, wife of Wm.  
H. CLARK, JUN., MARY W. DAW-  
SON, JOHN FREW, CAROLINE HAR-  
RIS, MARY McLAIN, SETH McLAIN,  
her husband, LOUISA FREW, RA-  
CHEL DUNCAN, \_\_\_\_\_ DUNCAN, her  
husband, WILLIAM C. FREW, JOHN  
M. FREW, Mrs. \_\_\_\_\_ FREW, his  
wife, LOUISA C. EKESON, SARAH  
JANE CLARK, HARRIET S. CLARK,  
ROBERT D. CLARK, MARY CLARK,  
HENRY F. CLARK, BELLE T. CLARKE,  
and ROBERT D. CLARK AND JACOB  
FORSYTH, executors of the last  
will and testament of George W. Clark.

On Sept. 6, 1876, now  
again come the plaintiffs  
by counsel, and a jury be-  
ing waived this cause is sub-  
mitted to the court for trial  
and the court after hearing  
the evidence finds for the  
plaintiffs, and that all the  
material allegations set  
forth in their complaint are  
true as therein charged and  
alleged; and the court fur-  
ther finds that said defend-  
ants are all of the heirs of  
George W. Clark, deceased,  
and that said George W. Clark  
departed this life in the  
City of Chicago on the \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 1866, and  
that he had made and executed

his will, by which said will he devised and bequeathed all his property, both personal and real, to Robert D. Clark, Caroline M. Forsyth, Sarah Jane Clark, Harriet S. Clark and Henry F. Clark, and that the said Robert D. Clark, Henry F. Clark, Sarah Jane Clark and Henrietta Clark had sold and conveyed by deed, all of the land hereinafter described, and all the interest they had in and to said lands vested in them by the will of the said George W. Clark to the plaintiff Caroline M. Forsyth, and the court further finds that said will of said George W. Clark was duly proven and admitted to probate in Cook Co., Ill., in the County Court of said Cook County, and that said will was destroyed and burnt with the records and probate of said will and all of the proceedings of said court and orders in relation to said will and the proof thereof are destroyed and burnt in the great fire of October, 1871, at Chicago, and that said Caroline M. Forsyth, Robert D. Clark, William F. Clark, Sarah Jane Clark and Henriette Clark, did by the devise of said will of said George W. Clark, acquire all the right, title, interest and claim in and to the lands hereinafter described, situated in Lake Co., Ind., and that the title of said land was vested in the said Caroline M. Forsyth, Robert D. Clark, Sarah Jane Clark, Henriette Clark & Henry F. Clark, by the devise in said will of said George W. Clark, and that the said Robert D. Clark, Henry F. Clark, Sarah Jane Clark, Henriette Clark did, by deed, convey to Caroline M. Forsyth, plaintiff, all their right, claim and interest in and to the land hereinafter described, and that all the other defendants have no right, claim and interest in and to said land hereinafter described.

It is therefore ordered, adjudged and decreed by the court that the title of said Caroline M. Forsyth in and to said lands, and which said lands are described as follows, to-wit: (Among other lands) all of Sec. 33, T. 37 N., R. 9 W. of the North river; all of Sec. 34 T. 37 N., R. 9 W., North of the river; and said lands being all situated in Lake Co., Ind.; and the court orders that said defendants be, and they are hereby enjoined and restrained from setting up any right, title, claim or interest in and to said land as heirs of said George W. Clarke, and that a deed to said land ought to be made to said Caroline M. Forsyth for said land conveyed to her by said will, and conveying to her all the right, title, claim and interest of all the defendants to said land, which they acquired by virtue of said will of said George W. Clark. And the court then appoints Samuel I. Anthony, a commissioner, to make a deed of said lands to said Caroline M. Forsyth, conveying to her all said interest of said defendants in and to said lands. And the court orders that plaintiffs pay all costs of this action. And then comes said commissioner and makes report of deed, which deed is examined and approved by the court.

Order book "K", pages 233 to 238.

Complete record "A", pages 304 to 320.

-No. 47-

SAMUEL I. ANTHONY, Commissioner, by court,  
to

CAROLINE M. FORSYTH

Commissioner's Deed, dated Sept. 6, 1876, conveys all of Sec. 33, T. 37 N., R. 9 W., North of the river; all of Sec. 34, T. 37, N., R. 9 W., North of the river (with other lands), in Lake Co., Ind., being all lands of George W. Clarke, deceased. Made in accordance with the foregoing orders of court. Acknowledged regularly before John G. Hoffman, Clerk of Lake Co., Ind. Examined and approved in open court, Sept. 6, 1876. Recorded Sept. 6, 1876, in book No. 22, pages 460 to 464.

CAROLINE M. FORSYTH & JACOB FORSYTH, (husband,) to WILLIAM W. GREEN, Warranty Deed, Nov. 10, 1881, conveys the N.  $\frac{1}{4}$  & the S.  $\frac{1}{4}$  North of the river, of Sec. 33; the N.  $\frac{1}{4}$  and all of the S.  $\frac{1}{4}$  of Sec. 34 North of the river, all in Township 37 N., R. 9 W. of 2nd P.M. (with other lands), containing in all 8,000 acres, more or less. This conveyance is made subject to existing highways and railroad rights of way upon and across various portions of said lands, together with the accretions, water, lake-bed rights, etc.; all in Lake Co., Ind., for the sum of \$1,000,000. Acknowledged regularly before Amos Allman, Notary Public, in Lake Co., Ind. Recorded Nov. 10, 1881, in book No. 32, pages 50, 51, 52 & 53.

WILLIAM W. GREEN to CAROLINE M. FORSYTH Mortgage, dated Nov. 10, 1881, mortgages the same lands as above described (No. 48 hereof). Subject to existing highways and railroad rights of way over and across various portions of said lands. To secure the payment of \$666,066.67, balance of the purchase price of said real estate, to be paid as follows: \$100,000 each, on Jan'y 1, 1883, 1884, 1885, 1886, 1887 and 1888, and \$66,666.67 on Jan'y 1, 1889, with interest on all unpaid amounts at 6%, payable semi-annually on Jan'y 1st and July 1st in each year hereafter until all is paid. Said interest to be computed from June 10, 1881; the first payment of interest being due Jan'y 1, 1882, and amounting to \$15,444.45. First party may pay all or any part of said indebtedness before maturity, after 15 days notice of such intended payment on Caroline M. Forsyth, or Jacob Forsyth, or J.R. Doolittle, Jr., second party to have right to name place of payment as hereinafter provided. Said principal and interest are payable at the office of the Mercantile Trust Co. of New York, in New York City, but second party may direct payment of particular installments in Chicago, Ill. or Indianapolis, Ind., by giving first party 15 days written notice; the extra expense of such payment to be charged to second party. This mortgage is to create a lien on said land for unpaid purchase money, without creating any personal obligation whatever against said William W. Green, and said land is to be the sole security for said debt. First party agrees to pay all taxes and assessments, and if he fail to do so, second party may do so, and the amount so paid, with 6% interest, shall be added to the next payment to become due. If 30 days default be made in any payment of principal or interest, the whole amount shall, at option of second party, become due and payable. In case of suit to foreclose, the court may appoint a receiver. In rendering a decree, the court may also allow complainant's reasonable solicitor's fees to be taxed as part of the costs, without relief from valuation or appraisement laws. Acknowledged regularly before Amos Allman, Notary Public, in Lake Co., Ind. Recorded Nov. 10, 1881, in book No. 12 of mortgages, pages 388 to 394 inclusive.

CAROLINE M. FORSYTH & JACOB FORSYTH, (husband,) to THE CALUMET CANAL AND IMPROVEMENT COMPANY, a corporation duly organized in the State of Indiana, Assignment, dated July 7, 1887, Have granted, bargained, sold, assigned, transferred and set over, a certain indenture of mortgage, bearing date Nov. 10, 1881, made and executed by William W. Green to myself as mortgagor and existing under and by virtue of the laws of the office of Lake Co., Ind., in book No. 12 of mortgages, an

to 394, both inclusive, with all my right, title, interest, claims and demands in and to the lands and premises in the said indenture of mortgage described, together with any and all moneys due, or that may become due thereon, etc. Acknowledged regularly before Peter H. Bramer, Notary Public in Cook Co., Ill. Recorded July 16, 1887, in book No. 6 of miscellanies, pages 56 & 57.

-No. 51-

**WILLIAM W. GREEN** (a bachelor  
to  
**EAST CHICAGO IMPROVEMENT COMPANY** (a corporation organized and existing under the laws of the State of New Jersey.

Quit Claim Deed, Nov. 10, 1881, conveys the same lands as above described (No. 48 hereof). This conveyance is made subject to existing highways and railroad rights of way over and across various portions of said lands; all in Lake Co., Ind.; for the sum of \$3,000,000. The grantee herein assumes and agrees to pay and discharge as part of the consideration hereof the following sums of money secured upon said premises: first, the sum of \$666,666.67 and interest, due Caroline M. Forsyth; second, the sum of \$823,333.33 and interest, due Charles B. Alexander, provided that this covenant as to said \$666,666.67 and interest, is not to be construed as one for the benefit of or enforceable by said Caroline M. Forsyth. Acknowledged regularly before Amos Allman, Notary Public, in Lake County, Indiana. Recorded Nov. 10, 1881 in book No. 32, pages 54, 55 and 56.

-No. 52-

**THE EAST CHICAGO IMPROVEMENT COMPANY** (a corporation organized and existing under the laws of the State of New Jersey,  
to  
**JOSEPH T. TORRENCE**

Quit Claim Deed, July 11, 1887, conveys the same lands as above described (No. 48 hereof) for the sum of \$1, and for other good and valuable considerations. This conveyance is made subject to existing highways and railroad rights of way upon and across various portions of said lands. Being the same property conveyed to the grantor herein by William W. Green, by deed of quit-claim dated Nov. 10, 1881, and recorded in the office of the recorder of Lake County on the said Nov. 10, 1881, in book 32 of deeds, pages 54 to 56. It is expressly understood and agreed that this deed is made by the grantor above named without warranty, express or implied. But this deed is intended to convey to the grantee therein named all the right, title and interest of the grantor in and to the property hereinbefore described, and in and to such other rights, if any, as the grantor may have. Signed by the East Chicago Improvement Company, by Alfred B. Thacher, President, and William J. Campbell, Secretary, and seal of company attached. Acknowledged regularly July 25, 1887, before Allen McCulloch, Notary Public, in New York City and County, N.Y. Recorded July 27, 1887, in book No. 42, pages 176, 177, 178 & 179.

-No. 53-

**JOSEPH T. TORRENCE & LIBBIE N. (wife)**  
to  
**THE CALUMET CANAL AND IMPROVEMENT COMPANY** (a corporation duly organized under the laws of the State of Indiana.

Quit Claim Deed, July 9, 1887, conveys all of Sec. 33 North of the Calumet River; all of Sec. 34 North of the Calumet River; all in T. 37, N., R. 10 W., of the 2nd P.M. (with other lands). This conveyance made subject to existing highways and railroad rights of way upon and across various portions of said lands in Lake Co., Ind., for



the sum of \$1. Acknowledged regularly before William E. Trotter, Notary Public, in New York City and County, N.Y. Recorded July 27, 1887, in book No. 42, pages 180, 181 & 182.

-No. 34-

THE CALUMET CANAL AND IMPROVEMENT COMPANY  
(a corporation existing under and by virtue of the laws of the State of Indiana)

to  
THE CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY (a corporation existing under and by virtue of the laws of the States of Indiana and Illinois.

Warranty Deed, Dec. 22, 1887, conveys for the purpose of a right of way for a railroad track or tracks, a strip of land 100 feet wide across the N.  $\frac{1}{4}$  S.E.  $\frac{1}{4}$  Sec. 30, T. 37 N., R. 9 W., of the 2d P.M. described as follows: Commencing at a point on the West line of said N.  $\frac{1}{4}$  which is 666.6 feet North of the South West corner of said N.  $\frac{1}{4}$ , running thence East to the East line of said N.  $\frac{1}{4}$  and intersecting said East line at a point 1983.4 feet North of the South line of said Sec. 30; running thence South along said East line 100 feet, thence West parallel with the above described line to the West line of said N.  $\frac{1}{4}$ . Also a strip of land 100 feet wide across portions of Sections, 28, 33, 34 & 35, T. 37 N., R. 9 W. of the 2nd P.M., being 50 feet on each side of a center line described as follows: Beginning at a point on the South line of a strip of land hereinbefore described as running Eastwardly and North Eastwardly through Sections 28, 21 and 22 in said township and range, which is 415 feet East of the West line of said Section 28; thence Southerly and South Eastwardly by curves through the S.W.  $\frac{1}{4}$  of said Sec. 28, through the N.  $\frac{1}{4}$  of Sec. 33, the N.  $\frac{1}{4}$  and S.E.  $\frac{1}{4}$  of Sec. 34, and the W.  $\frac{1}{4}$  S.W.  $\frac{1}{4}$  of Sec. 35, as the center line for said railway company's railroad tracks shall hereafter be located through and across said land. And also a strip of land 100 feet wide connecting the last above described strip of land by a curve North Eastwardly with the right of way first hereinbefore described, being 50 feet on each side of the center line for a "Wye" track as the same shall hereafter be located by said second party, in Lake Co., Ind., for the sum of \$1. Signed by the Calumet Canal and Improvement Company, by Marcus M. Towle, President, and James S. Prentiss, Secretary, and seal of company attached. Acknowledged regularly by Marcus M. Towle, as President, for the Calumet Canal and Improvement Company, before Alonzo Stephens, Notary Public, in Cook Co., Ill. Recorded Dec. 24, 1887, in book No. 42, pages 387 to 390.

Joseph T. Torrence,  
(a widower),

To

The Calumet Canal and  
Improvement Company, (a  
corporation duly organ-  
ized under the laws of  
the State of Indiana.)

Quit Claim Deed, August 16, 1892, conveys  
all interest in the following described  
real estate, to-wit: All of Sec. 33  
North of the Calumet River. All of Sec.  
34 North of the Calumet River (and other  
lands) all in T. 37 N., R. 9 W. of the  
2d P.M. All in Lake County, Indiana, for  
the sum of \$1.00. This conveyance is made  
subject to existing highways and railroad

rights of way upon and across various portions of said lands. Acknow-  
ledged regularly before Marshall Lapham, Notary Public in Cook County,  
Ill. Recorded August 30, 1892, in Book No. 60, Pages 163, 164 and  
165.

The Calumet Canal and Improvement Company quieted its  
title to all lands involved herein in a proceeding filed January  
16, 1895 in the Lake Circuit Court of Lake County, Indiana. The  
cause was venued to the Porter Circuit Court and certified copy  
of the order quieting the title was filed in Miscellaneous Record  
16 at pages 3 to 12 in the Recorder's office of Lake County, Ind-  
iana, February 6, 1896. In such quiet title proceeding, William  
Johnston was appointed Commissioner to convey the lands to which  
title was quieted to the Calumet Canal and Improvement Company of  
Lake County, Indiana, and such conveyance was made and approved  
by the Court on November 5, 1895, and such deed was recorded on  
November 12, 1895, in Deed Record 77 at pages 20 to 26 in the  
Recorder's office of Lake County, Indiana.

The Calumet Canal and Im-  
provement Company, a cor-  
poration duly organized  
under the laws of the State  
of Indiana.

to

The Grasselli Chemical Com-  
pany, a corporation orga-  
nized under the laws of the  
State of Ohio.

Warranty Deed, Dec. 24, 1891, conveys  
Lot 2, in Sec. 33, T. 37 N., R. 9 W.  
of the 2nd P.M., Lake Co., Ind., con-  
taining 37.20 acres more or less,  
with all riparian rights belonging  
thereto, excepting a 50 foot strip,  
the center line of which is described  
as follows: Commencing at a point on  
the East line of Lot 4 of Sec. 34, 25  
feet North of the East and West center  
line of said Section, thence Northwest-

ly on a tangential curve convex to the South West and having a  
radius of 1910.1 feet for a distance of 458.3 feet, thence North-  
westerly across said Lot 4, Lots 1 and 2, 3 and 4, of the N.  $\frac{1}{2}$  of  
Sec. 33, to a point of curve, thence on a tangential curve convex  
to the North East and having a radius of 1910.1 feet for a distance  
of 458.3 feet to a point 1545 feet from the North line of and  
988 feet East of the West line of Sec. 33, thence West 1545 feet  
from and parallel with the North line of Sec. 33 to the West line  
thereof, situated in Lake Co., Ind., for the sum of \$14,880. Signed  
by J. Kennedy Tod, President, attest, Robert E. Tod, Secretary, and  
seal of Company attached. Acknowledged regularly by J. Kennedy Tod,  
as President for said Company, before Frederick H. Herrick, Notary

Public in Kings Co., N.Y. Certificate filed in New York Co., N.Y. Acknowledged regularly by Robert E. Tod, as Secretary for said Company, before Marshall Lapham, Notary Public in Cook Co., Ill. Recorded Jan'y 8, 1892, in Book No. 59, Pages 284 and 285.

-No. 58-

The Calumet Canal and Improvement Company, a corporation duly organized under the laws of the state of Indiana,

To

The Grasselli Chemical Company, (a corporation organized under the laws of the state of Ohio.)

Warranty Deed, Aug. 30, 1892, conveys Lot No. 1, in Sec. 33, T. 37 N., R. 9 W. of the 2nd P.M., containing 45.6 acres more or less. Also Lot No. 4, in Sec. 34, T. 37 N., R. 9 W. of the 2nd P.M., containing 68.7 acres more or less, together with all riparian rights appurtenant thereto. Excepting a 30 foot strip the center line of which is described as follows:

Commencing at a point on the east line of Lot No. 4 of Sec. 34, 25 feet North of the east and west center line of said Section, thence Northwesterly on a tangential curve convex to the South West and having a radius of 1910.1 feet for a distance of 458.3 feet, thence Northwesterly across said Lot 4, Lots 1 and 2, 3 and 4, of the N  $\frac{1}{2}$  of Sec. 33, to a point of curve, thence on a tangential curve convex to the North East and having a radius of 1910.1 feet for a distance of 458.3 feet to a point 1545 feet from the North line of and 988 feet East of the West line of Sec. 33, thence West 1545 feet from and parallel with the North line of Sec. 33 to the West line thereof, situated in Lake Co., Ind., for the sum of \$38,850. Signed by Robert E. Tod, President, attest, John G. Watson, Secretary, and seal of Company attached. Acknowledged regularly before George W. Lewis, Notary Public in Cook Co., Ill. Recorded Oct. 1, 1892, in Book No. 61, Pages 311 and 312.

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana,)

to

East Chicago Belt Railroad Company,  
(a corporation duly organized under the laws of the State of Indiana.)

on the East line of the said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Sec. 34, which is 25 feet North of the center line running East and West through Sec. 34, thence by a tangential curve convexed to the Southwest with a radius of 1,910 feet a distance of 458.3 feet to a point, thence Northwest-erly on a line tangent to the last described curve to a point on the West line of said Sec. 34, which is 267.55 feet North of the center line running East and West through Sec. 34, containing 1.56 acres more or less.

Also a strip of land 66 feet wide across the E.  $\frac{1}{4}$  of Sec. 34 aforesaid, and the E.  $\frac{1}{4}$  W.  $\frac{1}{4}$  of Sec. 34, said strip being 33 feet on each side of the center line running East and West of said Sec. 34, excepting the right of way of the Indiana Natural Gas and Oil Company, containing 5.98 acres more or less.

Also a triangular piece of ground described as follows: Beginning at a point on the West line of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Sec. 34, which is 50 feet North of the Southwest corner thereof, thence Easterly 200 feet to a point on a line 33 feet North of and parallel with the South line of said SE  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  thence Westerly at a point on the West line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , which is 33 feet North of the Southwest corner thereof, thence North to the place of beginning, containing 39/100 acres more or less, (with other lands,) all situated in Lake Co., Ind., for the sum of \$27,710.

It is expressly understood that the foregoing conveyance is subject. First. To an easement conveyed by the grantor herein, to the East Chicago Water Works Company, by deed bearing date May 5, 1894, and recorded in the Recorder's office in and for Lake Co., Ind., on June 1, 1894, in Miscellaneous Record 13, Pages 398 and 399, whereby there was granted to said Water Works Company, the right to lay, construct, operate, maintain, repair and renew, a water pipe system across and under certain lands as described in said conveyance. Second. The grantor expressly reserves the right at any time hereafter and without compensation to the grantee herein, its successors or assigns, to dedicate, lay out and construct streets and highways not more than 66 feet in width across the lands hereinbefore conveyed. Third. The said grantor likewise reserves to itself the right to construct and maintain an outlet or canal from Lake Michigan across the land herein conveyed and upon and along a strip of land 200 feet in width designated therefor in the deed heretofore executed by the grantor to the United States government for that purpose, and said grantee for itself, and its successors and assigns, agrees that it will construct temporary pile bridges with 40 feet clearance across said proposed waterways where its lines crosses the same, the said bridges to be so constructed that they may be temporarily removed to allow the passage of dredges along such waterways, and so as not to interfere with the construction of said waterways or canals, and the grantee, its successors and assigns agrees that it will temporarily remove such bridges for the passage of such dredges when they are used in the construction of such waterways. And

Warranty Deed, July 11, 1896, conveys a strip of land 50 feet wide across the S.W.  $\frac{1}{4}$  N.W.  $\frac{1}{4}$  of Sec. 34, T. 37 N., R. 9 W. of the 2nd P.M., Lake Co., Ind., said strip being 25 feet on each side of a center line described as follows: Beginning at a point

said grantee covenants and agrees that when said canal shall have been constructed, it will replace said temporary pile bridges by draw bridges across the said waterways, providing a 60 feet clearance on each side of the center piers thereof, and the grantor grants to said grantee the right to swing such bridges beyond and outside of the premises herein conveyed so far as the same may be necessary to operate said draw bridges. Fourth. The grantee agrees to put in culverts or openings across its right of way and under its tracks sufficient to carry off the water wherever such tracks on the right of way conveyed by this deed cross any of the ditches or drains of the present drainage system. Fifth. This conveyance is made subject to the rights of way of the following companies: The Indiana Natural Gas and Oil Company, The Indiana Pipe Line Company, The National Transit Company, The Chicago and Calumet Terminal Railway Company, The State Line and Indiana City Railway Company, and The Pittsburg, Fort Wayne and Chicago Railway Company.

Signed by Calumet Canal and Improvement Company, by Robert E. Ted, President, Attest: Albert DeW. Erskine, Secretary, and seal of Company attached. Acknowledged regularly by Robert E. Ted, as President for the Company, before J. Lloyd Hall, Notary Public in Kings Co., N.Y. Certificate filed in New York Co. Acknowledged regularly by Albert DeW. Erskine, as Secretary for the Company, before Edw. T. Lincoln, Notary Public in Cook Co., Ill. Recorded August 1, 1896, in Book No. 82, Pages 35 to 46.

-NO. 60-

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana, having its principal office in the City of East Chicago, Lake Co., Ind.,)

to

East Chicago Company, (a voluntary association organized and existing under the laws of the State of Indiana.)

Warranty Deed, Jan'y 31, 1903, conveys all that part of Sec. 34, North of the Calumet River, (except Lot No. 4;) Also Lot No. 4, in Sec. 35; all situated in T. 37 N. R. 9 W. of the 2nd P.M., with all and singular the improvements, hereditaments

and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders thereof, and all the riparian rights, estate, right, title, interest, claim or demand whatsoever of the said grantor, either in law or in equity, of, in and to the above bargained premises, and of, in and to the streets, alleys, public squares and highways bordering upon or adjacent to the premises aforesaid, in Lake Co., Ind., for the sum of \$1, and other good and valuable considerations. The above and foregoing conveyance is made subject to all conveyances or agreements heretofore made by said grantor or its grantors, of or concerning rights of way for railroads, pipe lines, waterways, public highways or easements through, over or across the premises aforesaid, or any part thereof. This conveyance is made subject to a certain Mortgage, dated July 1, 1887, from the grantor to Frank H. Tuthill and the Central Trust Company of New York, Trustees, said mortgage being recorded in the office of the Recorder of Lake Co., Ind., on July 13, 1887, in Book No. 19 of Mortgages, Pages 1-20. Signed by Robert E. Ted, President, Attest: Albert DeW. Erskine, Secretary, and corporate seal attached. Acknowledged regularly before Joseph W. Calloway, Notary Public in Lake Co., Ind. Recorded Feb'y 2, 1903, in Book No. 107, Pages 111, etc.

East Chicago Company, (a  
corporation of the State  
of Indiana,)

to

East Chicago Belt Railroad  
Company, (also a corporation  
of the State of Indiana.)

Warranty Deed, Feb'y 3, 1904,  
conveys a strip of land 50 feet  
wide across the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , and  
across the S  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 34,  
T. 37 N., R. 9 W., of the 2nd P.M.,  
Lake Co., Ind., being 25 feet each  
side of a center line described as  
follows, to-wit: Commencing at a

point in the East line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , of Sec. 34, which point  
is 504 feet South of the North West corner of said SE  $\frac{1}{4}$  and run-  
ning Easterly on a straight line which is the continuation of a  
line extending through said point and a point in the West line of  
said Section 34, which is 491.9 feet Southerly from the North West  
corner of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, a distance of 1841 feet  
to a point of curve, thence on a curve of 1432.7 feet radius con-  
vex to North East, a distance of 832 feet to a point of tangent  
on a tangent line parallel to and 70 feet distant Southwesterly  
from the center line of the pipe line of the Indiana Natural Gas  
and Oil Company as described in the agreement between the Calumet  
Canal and Improvement Co., and Charles E. Hequembourg, dated May  
31, 1890, thence along said tangent line 540 feet to a point of  
curve, thence on a curve of 1432.7 feet radius convex to South  
West a distance of 839 feet to a point of tangent on the East  
and West center line of said Section 34, (excepting "therefro"  
from so much of the 66 foot right of way of the East Chicago  
Belt Railroad Company along said East and West center line as  
lies within above described tract.) Subject to the pipe line of  
the Indiana Natural Gas and Oil Co., aforesaid, containing 4.32  
acres more or less. Said right of way is shown in red on plat  
hereto attached, and made a part hereof, for the sum of \$10.  
Signed by East Chicago Company, By Albert De W. Erskine, President,  
Attest: by Francis E. Maitland, Assistant Secretary, and corpor-  
ate seal attached. Acknowledged regularly before M.C. Bainbridge,  
Notary Public in Cook Co., Ill. Recorded March 4, 1904, in Book  
No. 104, Page 578.

East Chicago Belt Railroad Company, a corporation  
of Indiana,

to

East Chicago Company, an Indiana corporation.

Warranty Deed,  
Feb. 1, 1904,  
conveys a strip  
of land 66 feet  
wide, across the

E  $\frac{1}{4}$  Sec. 34, T. 37 N., R. 9 W., 2nd P.M., Lake Co., Ind., and across  
the E.  $\frac{1}{4}$  W.  $\frac{1}{4}$ , Sec. 34, said strip being 33 feet on each side of  
the center line running East and West through the center of Sec.  
34 aforesaid (excepting therefrom the right of way of the Indiana  
Natural Gas Company and excepting therefrom so much of the follow-  
ing tract of land as lies within said 66 foot strip, and which is  
described as a strip of land 50 feet wide, being 25 feet on each  
side of a center line described as follows, to-wit: Commencing  
at a point of curve on a tangent line parallel to and 70 feet dis-  
tant Southwesterly from the center line of the pipe line of the  
Indiana Natural Gas & Oil Company as described in agreement be-  
tween the Calumet Canal & Improvement Company and Charles M.  
Hequembourg, dated May 31, 1890, and running Southeasterly on a  
curve of 1432.7 radius convex to the SW a distance of 839 feet  
more or less, to a point of tangent on the East and West center  
line of said Sec. 34, thence East along said East and West center  
line to the East line of Sec. 34 aforesaid, containing 5.4 acres  
more or less. Also a triangular piece of land in the Southwest  
corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 34 aforesaid, described as follows.  
to-wit: Beginning at a point on the West line of the SE  $\frac{1}{4}$  NW  
of said Sec. 34 which is 50 feet north of the SW corner ther

thence Eastwardly 200 feet to a point on a line 33 feet North of and parallel with the South line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , thence Westerly to a point on the West line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  which is 33 feet North of the Southwest corner thereof, thence North to the place of beginning, containing .39 acres more or less in Lake Co., Ind., above described right of way is shown in red on plat hereto attached and made a part hereof. Signed: East Chicago Belt Railroad Company, By F. S. Winston, President, Attest: By James Wilce, Secretary, and corporate seal attached. Acknowledged regularly Feb. 1, 1904 before M.S. Bainbridge, Notary Public in Cook Co., Ill. Recorded March 4, 1904, in Book No. 110, Page 67.

-No. 63-

East Chicago Company, a corporation of the State of Indiana

to

Grasselli Chemical Company, a corporation of the State of Ohio.

Contract, dated Feb. 3, 1904. First party hereby agrees to sell second party the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  and that part of the E  $\frac{1}{4}$  SW  $\frac{1}{4}$  North of the Calumet River of Sec. 34, T. 37 N., R. 9 W. of the 2nd P.M., in Lake Co., Ind., with all riparian rights thereunto belonging, except existing railroad

rights of way and highways, for the sum of \$49,800. Second party has paid \$10.00 as earnest money, and agrees to pay the sum of \$12,440.00 within 10 days after the title to said premises has been examined and found good. First party agrees to furnish an Abstract of Title to said premises brought down to date hereof. The remainder of said money to-wit: \$7,350.00 shall be paid to first party on or before 3 years after the date hereof, with interest on said deferred payment at 5% per annum, payable semi-annually on the 3rd day of February and August of each year. Second party may pay at any time during said period of 3 years, any portion of said purchase price at its option, all payments to be made at the office of first party in the City of East Chicago. If party agrees to cause said premises above described to be surveyed and if said tract contains less than 83 acres, then the purchase price above fixed, \$49,800.00 shall be reduced at the rate of \$600.00 per acre for each acre or fraction thereof less than 83 acres, said first payment being  $\frac{1}{4}$  of purchase price, being reduced proportionately; but if the said tract contains more than 83 acres the purchase price shall remain the same. It is agreed that the premises above described are subject to a mortgage from The Calumet Canal and Improvement Company to Frank H. Tuthill and The Central Trust Company of New York, bearing date July 1, 1887, upon which the first party is liable for the principal and interest of the indebtedness secured thereby and which said mortgage provides for the release of the premises above described upon the payment of \$300.00 per acre. Second party to pay all taxes and assessments on said premises and failing so to do first party may pay same and the amount thereof, with interest thereon at 5% per annum, shall become an additional part of the purchase price of said premises. First party to convey said premises by Warranty Deed free and clear of all liens and encumbrances upon complete payment as above set forth, free and clear of all encumbrances except taxes and assessments subsequent to the year 1903, and liens and encumbrances arising through the acts of said second party.

Signed: East Chicago Company, By Albert De W. Erskine, President, Attest: Francis E. Kaitland, Asst. Secretary, and corporate seal attached, Grasselli Chemical Company, by Daniel Bailey, Second Vice President, Attest: E.R. Bailey, Secretary, and corporate seal attached. Recorded March 4, 1904, in Miscellaneous Record No. 32, Page 351.

East Chicago Company, a corporation of Illinois,  
to  
Grasselli Chemical Company, a corporation of Ohio.

Warranty Deed, April 3, 1905, conveys the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , and that part of the E.  $\frac{1}{4}$  SW  $\frac{1}{4}$  North of the Calumet River of Sec. 34, T. 37 N., R. 9 W., 2nd P.M., situated in Lake Co., Ind., together with all riparian rights thereunto belonging excepting therefrom the right of way of the East Chicago Belt Railroad Company and highway. Signed East Chicago Company, By Honore Palmer, President, Attest: Wm. A. Summer, Secretary, and corporate seal attached. Acknowledged regularly April 10, 1905, before M.C. Bainbridge, Notary Public in Cook Co., Ill. Recorded April 19, 1905, in Book No. 115, Page 353.

-No. 65-

Grasselli Chemical Company, a corporation,  
to  
Indiana Harbor Belt Railroad Company, a corporation,

Warranty Deed, Jan. 16, 1908, conveys a strip of land 50 feet wide across the Northeast corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 34, T. 37 N., R. 9 W., 2nd P.M., Lake Co., Ind., being 25 feet on each side of a center line parallel to and distant 280.6 feet Southwesterly from the center of the right of way for the pipe line of the Indiana Natural Gas & Oil Company and intersecting the North line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 34 at a point 230 feet more or less, West of the Northeast corner thereof, and the East line 160 feet more or less, South of said Northeast corner containing 0.300 of an acre more or less. Also a triangular shaped parcel of land in the Northwest corner of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  Sec. 33, Township and Range aforesaid, described as follows, to-wit: Beginning at the point of intersection of the North line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 33 and the Southeasterly line extended Northeasterly of the triangular shaped parcel of land conveyed to Leon C. James, by Warranty Deed, dated Aug. 13, 1907 and recorded Sept. 4, 1907, in Book 128, Page 220, which land was afterwards dedicated to the public as a highway and running Southwesterly along last described line a distance of 210 feet; thence Northeasterly to a point in the North line of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 33 aforesaid; thence Westerly 90 feet to the point of beginning, containing 0.216 acres more or less in Lake Co., Ind., for the sum of \$1.00. Signed: Grasselli Chemical Company, By Daniel Bailey, Vice-President. Attest: E.R. Bailey, Secretary, and corporate seal attached. Acknowledged regularly Jan. 17, 1908, before W.T. Cashmore, Notary Public in Cuyahoga Co., Ohio. Recorded Feb. 3, 1908 in Book No. 136, Page 60.

-No. 66-

Indiana Harbor Belt Railroad Company, a corporation  
to  
The Grasselli Chemical Company, a corporation

Quit Claim Deed, Feb. 25, 1908. For the sum of \$1.00 conveys all interest in a strip of land 50 feet wide across the S  $\frac{1}{4}$  NE  $\frac{1}{4}$  Sec. 33 and across the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 34, all in T. 37 N., R. 9 W., 2nd P.M., Lake Co., Ind., being 25 feet on each side of a center line described as follows, to-wit: Commencing at the point of intersection of the West line of the S  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 33 aforesaid and a line parallel to and 491.9 feet distant Southerly from the North line of said S  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 33 and running in an Easterly direction along said parallel line 2643.47 feet to its point of intersection with the East line of said Sec. 33, thence continuing Easterly on a straight line 1313.34 feet to a point in the East line of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec. 34, aforesaid, said point be



504 feet distant from the Northeast corner of said SW  $\frac{1}{4}$ , containing 4.535 acres more or less; 3.03 acres being in Sec. 33 and 1.505 acres being in Sec. 34 aforesaid. Subject to existing highway, above strip of land being the right of way conveyed to the East Chicago Belt Railroad Company by deed dated Feb. 1, 1904, and recorded March 4, 1904, in Book 110, Page 66. Also a strip of land 50 feet wide across the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  and in the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 34, aforesaid being 25 feet on each side of a center line described as follows, to-wit: Commencing at a point in the West line of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Sec. 34, which point is 504 feet South of the Northwest corner of said SE  $\frac{1}{4}$  and running Easterly on a straight line which is a continuation of a line extending through said point and a point in the West line of said Sec. 34 which is 491.9 feet Southerly from the Northwest corner of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, a distance of 1841 feet to a point of curve, thence on a curve of 1432.7 feet radius convex to the Northeast a distance of 319.5 feet to the Southwest line of the right of way of the Chicago, Lake Shore & South Bend Electric Railway, (excepting therefrom so much of the following described right of way as lies within said strip of land. A strip of land 50 feet wide being 25 feet on each side of a center line described as follows to-wit: Beginning at the point of intersection of the West line of the NE  $\frac{1}{4}$ , Sec. 34, aforesaid and a line parallel to and distant 280.6 feet Southwesterly from the center line of the right of way for the pipe line of the Indiana Natural Gas & Oil Company, thence Southeasterly on last described line 275 feet to a point of curve, thence on a curve of 1432.7 feet radius convex to the Southwest a distance of 482.5 feet to a point of tangent, thence Southeasterly on said tangent 150 feet more or less to a point of curve in the center line of the 50 foot right of way conveyed to the East Chicago Belt Railroad Company below referred to, containing 2.196 acres more or less. Above described strip of land being a portion of the 50 foot right of way conveyed to the East Chicago Belt Railroad Company by deed dated Feb. 3, 1904 and recorded March 4, 1904, in Book 1904, Page 573. The Indiana Harbor Belt Railroad Company further grants to The Grasselli Chemical Company the right to use jointly with the Indiana Harbor Belt Railroad Company for the movement back and forth over the same of cars and engines to and from The Grasselli Company's plant such proposed spur track of the Indiana Harbor Belt Railroad Company and of the right of way upon which the same is to be located extending from the East line of the W  $\frac{1}{4}$ , Sec. 35, T. 37 N., R. 9 W., 2nd P.M., in Lake Co., Ind., to the West line of the right of way of the Chicago Lake Shore & South Bend Electric Railway Company. It also grants to the said The Grasselli Chemical Company the right to construct from said portion of spur track so jointly to be used, such switch tracks as it shall see fit to reach that portion of The Grasselli Company's property lying between the Indiana Harbor Belt Railroad, the Chicago, Lake Shore & South Bend Electric Railway and the Elgin, Joliet & Eastern Railroad. In the event that the Indiana Harbor Belt Railroad Company shall not have constructed at the time of the execution hereof any tract or tracks upon said right of way so jointly to be used, then the grantee herein shall be entitled at any time hereafter at its own expense to construct such tracks as the grantee may require. Said tracks whether constructed by the grantor or by the grantee shall be open to the common user of the parties hereto upon payment by each of its proportionate cost of interest, maintenance and repairs, based upon the relative use of the same by the parties hereto. In the event that the grantor shall desire to acquire title to any tracks or improvements so constructed thereon by the grantee, it shall be entitled to purchase the same upon paying to the grantee the actual cost of the construction of said tracks and appurtenances, to be evidenced by

proper vouchers and the books of said grantee. The grantor further grants to the grantee the right to construct a highway crossing across the said spur track and right of way of the grantor at such point as shall be mutually agreed upon by the parties hereto, provided however that such crossing shall not be so located as to interfere with any improvement that said grantor may theretofore have constructed upon or appurtenant to said spur track or right of way. Signed: Indiana Harbor Belt Railroad Company, by W. H. Newman, President, Attest: D.W. Pardee, Secretary and corporate seal attached. Acknowledged regularly Feb. 25, 1908, before E.F. Stephenson, Notary Public in Westchester Co., N.Y. Certificate filed in New York Co., N.Y. Recorded March 5, 1908, in Book No. 128, Pages 531 to 533.

**Articles of Incorporation of the East Chicago Company.**

1. The name of said corporation shall be the East Chicago Company. 2. The Capital stock of said corporation is \$100,000, divided into 1,000 shares of \$100 each. 3. The object of said corporation is for the purpose of buying, holding, selling and leasing real estate, and such other purposes as are incidental to the building, holding, selling and leasing of the real estate. 4. The names and places of residence of each incorporating member are as follows: Fred L. Blackinton, Matt B. Pittman, Edward W. Everett, John D. Black and William Raymond, all of Chicago, Ill. 5. The principal place of business of said corporation shall be at East Chicago, Lake Co., Ind. 6. The duration of said corporation shall be 50 years. 7. The corporate seal of said corporation shall be circular in form and shall have engraved upon the same within said circle the words "East Chicago Company, East Chicago, Indiana." 8. The management of the affairs of the corporation shall be vested in a Board of 3 directors. The Board of Directors for the first year shall consist of Fred L. Blackinton, Matt B. Pittman and Edward W. Everett. 9. The Directors who are to manage the business and prudential concerns of the corporation shall be elected at the annual meeting of the stockholders of said corporation, and shall hold office for one year, or until their successors have been elected. 10. The officers of said corporation shall be a President, Vice-President, Secretary, and Treasurer, who shall be elected at the annual meeting of the Board of Directors, and shall hold office one year, or until their successors shall have been elected. Dated June 11, 1901. Signed by all parties.

Acknowledged regularly before Henry W. Standridge, Notary Public in Cook Co., Ill., and Clerk's certificate attached. (20 cents revenue stamps attached.) Recorded June 25, 1901, in Miscellaneous Record No. 25, Pages 192 & 193.

Calumet Canal & Improvement Company, a corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of East Chicago, Lake Co., Ind., certifies January 17, 1921, that it is the identical corporation which was the grantor in the several Warranty Deeds from said Calumet Canal & Improvement Company, a corporation, to the East Chicago Company, all of said deeds being dated Jan'y 31, 1903, and all of said deeds being recorded in the office of the Recorder of Deeds of Lake Co., Ind., on Feb. 2, 1903, and all conveying real estate situated in Lake Co., Ind., the number of book, page and document number, and a brief description of the property conveyed is as follows: (among others) Book 107, Page 97, Document No. 86966, Lands in Sec. 24, T. 37 N., R. 10 W. of 2nd P.M., Lake Co., Ind., subject to all conveyances or agreements theretofore made by said grantor or its grantors, of or concerning rights of way for railroads, pipe lines, water ways, public highways or easements through, over or across the premises aforesaid, or any part thereof. Said Calumet Canal & Improvement Company further certifies that it is the identical corporation named as grantor in the Warranty Deed from the said Calumet Canal & Improvement Company, to East Chicago Company, dated Jan. 31, 1903, and recorded in the office of the Recorder of Deeds in Lake Co., Ind., on Feb. 2, 1903, in Record 107, Page 94,

as Document No. 36964, conveying all of the real estate situated in Lake Co., Ind., belonging to the said grantor, or which it was in any way interested, subject to all conveyances or agreements theretofore made by said grantor, or its grantors, of or concerning rights of way of railroads, pipe lines, water ways, public highways or easements through, over or across the premises aforesaid, or any part thereof. Said Calumet Canal & Improvement Company further hereby certifies that there are no conveyances or agreements made by said grantor, or its grantors of, or concerning rights of way for railroads, pipe lines, water ways, public highways or easements through, over or across the lands above described, or any part thereof, except such agreements and conveyances as are at all times shown of record in the office of the Recorder of Deeds of Lake Co., Ind. Signed: Calumet Canal & Improvement Company. By Robert K. Fox, President. Attest: Albert de W. Erskine, Secretary, and corporate seal attached.

Albert de W. Erskine makes affidavit Jan. 26, 1921, that he has read the foregoing statement of facts subscribed by him as Secretary of said Company, and that the same is true and that he is the same person who executed said described deeds in behalf of the said Calumet Canal & Improvement Company, as its Secretary.

Subscribed and sworn to before Benj. H. Weishred, Notary Public in Cook Co., Ill. Recorded Feb. 1, 1921, in Miscellaneous Record No. 115, Page 124.

-No. 69-

Grasselli Chemical Company, a corporation,  
To  
Indiana Harbor Belt Railroad Company, a corporation.

Warranty Deed, Jan. 16, 1908, conveys a strip of land 50 feet wide across the Northeast corner of the SE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 34, T. 37 N., R. 9 W., 2nd P.M., Lake Co., Ind., being 25 feet on each side of a center line parallel to and distant 230.6 feet Southwesterly from the center of the right of way for the pipe line of the Indiana Natural Gas & Oil Company and intersecting the North line of said SE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 34 at a point 230 feet more or less, west of the Northeast corner thereof, and the East line 160 feet more or less, South of said Northeast corner, containing 0.300 of an acre more or less. Also a triangular shaped parcel of land in the Northwest corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33, Township and Range aforesaid, described as follows, to-wit: Beginning at the point of intersection of the North line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33 and the Southeasterly line extended Northeasterly of the triangular shaped parcel of land conveyed to Leon C. James, by Warranty Deed, dated Aug. 13, 1907 and recorded Sept. 4, 1907, in Book 128, Page 220, which land was afterwards dedicated to the public as a highway and running Southwesterly along last described line a distance of 210 feet; thence Northeasterly to a point in the North line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 33 aforesaid; thence Westerly 90 feet to the point of beginning, containing 0.216 acres more or less in Lake Co., Ind., for the sum of \$1.00. Signed: Grasselli Chemical Company, By Daniel Bailey, Vice-President. Attest: E.R. Bailey, Secretary, and corporate seal attached. Acknowledged regularly Jan. 17, 1908, before W.T. Cashmore, Notary Public in Cuyahoga Co., Ohio. Recorded Feb. 3, 1908, in Book No. 136, Page 60.

way company, the East Chicago Belt Railroad Company.

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana,)

to  
Western Indiana Railway Company, (a corporation organized under the laws of the State of Indiana.)

Warranty Deed, July 22, 1896, conveys a strip of land 100 feet wide across the NE  $\frac{1}{4}$  of Sec. 33, except so much of said 100 foot strip as lies within the S  $\frac{1}{4}$  of said NE  $\frac{1}{4}$  of said Sec. 33, being 50 feet on each side of a center line described as follows: Begin-

ning at a point on the North & South center line of said Sec. 33, which is 27.8 feet North of the stone at the Southwest corner of the N  $\frac{1}{4}$  NE  $\frac{1}{4}$  of said Sec. 33, thence Northeasterly on a curve convex to the Southeast with a radius of 955.4 feet a distance of 1,090.2 feet, thence Northerly on a straight line tangent to the last described curve 448.8 feet to a point in the North line of said Sec. 33, which is 512 feet East from the North quarter corner of said Sec. 33, containing 3.52 acres more or less, in T. 37 N., R. 9 W. of the 2nd P.M., (with other land,) in Lake Co., Ind., for the sum of \$23,708.50.

It is expressly understood that the foregoing conveyance is subject:

First, To an easement by the grantor herein, to the East Chicago Water Works Company by deed bearing date May 5, 1894, and recorded in the Recorder's office in and for Lake Co., Ind., on June 1, 1894, in Miscellaneous Record 13, pages 398 & 399, whereby there was granted to the said Water Works Company the right to lay, construct, operate, maintain, repair and renew, a water pipe system across and under certain lines as described in said conveyance.

Second. The grantor expressly reserves the right at any time hereafter and without compensation to the grantee herein, its successors or assigns, to lay out, dedicate and construct, streets and highways not more than 66 feet in width across the lands hereinbefore conveyed.

Third. The said grantor like wise reserves to itself, its successors and assigns, the right to construct and maintain an outlet or canal from Lake Michigan across the lands herein conveyed and upon and along a strip of land 200 feet in width designated therefor in the deed heretofore executed by the grantor to the United States of America, for that purpose. And said grantee, for itself, and its successors and assigns, agrees that it will construct temporary pile bridges with 40 feet clearance across the said proposed water ways where its line crosses the same, the said bridges to be so constructed that they may be temporarily removed to allow the passage of dredges along such water ways and so as not to interfere with the construction of such water ways or canal, and the grantee, its successors and assigns, agrees that it will temporarily remove such bridges for the passage of such dredges when they are used in the construction of such water ways, and the said grantee covenants and agrees that when said canal shall have been constructed it will replace said temporary pile bridges by draw-bridges across said water ways, providing a 60 foot clearance on each side of the center pier thereof. And the grantor grants to said grantee the right to swing such bridges beyond and outside the premises herein conveyed so far as the same may be necessary to operate said draw bridges.

Fourth. The grantee agrees to put in culverts or openings across its right of way and under its tracks sufficient to carry off the water wherever such tracks on the right of way conveyed by this deed crosses any of the ditches or drains of the present drainage system.

Fifth. This conveyance is made subject to the rights or lands heretofore conveyed to any of the following companies: The Indiana Natural Gas and Oil Company, the Indiana Pipe Line Company, the National Transit Company, The Chicago and Calumet Terminal Railway Company, the State Line and Indiana City Railway Company, the East Chicago Belt Railroad Company.

Signed by Robert E. Tod, President, Attest: Albert DeW. Erskine, Secretary, and seal of Company attached. Acknowledged regularly by Robert E. Tod, as President for the Company, before J. Lloyd Hall, Notary Public in Kings Co., N.Y., certificate filed in New York County. Acknowledged regularly by Albert DeW. Erskine, as Secretary for the Company, before Edw. T. Lincoln, Notary Public in Cook Co., Ill. Recorded Oct. 27, 1896, in Book No. 79, Pages 304 to 311.

-No. 72-

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana,)

to  
C. H. Ackert, Trustee.

Warranty Deed, Aug. 4, 1899, conveys commencing at a stake in the East right of way line of the Elgin, Joliet & Eastern Railway, 50 feet Southeasterly from the center line measured at right angles thereto and

located at an angle of  $83^{\circ} 07'$  measured Easterly from the North and South center line of Sec. 33, T. 37 N., R. 9 W. of the 2nd P.M., and 429.4 feet Northeastly from the stone at the intersection of the center lines of Kennedy Avenue and 151st Street, thence curving Northerly parallel to and 50 feet East of the center line of right of way of the Elgin, Joliet & Eastern R'y, a distance of 1112 feet more or less to the North line of the NE  $\frac{1}{4}$  of Sec. 33, at a point 562 feet more or less East of the Northwest corner of the NE  $\frac{1}{4}$  of Sec. 33, thence Southeasterly on a curved line with a radius of 666.8 feet convex to the Southwest a distance of 997 feet to a stake 50 feet North of the center line of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Sec. 33, and 1206.6 feet Easterly from a stake at the intersection of the center lines of Kennedy Avenue and 150th Street, thence Easterly parallel to and 50 feet North of the center line of the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Sec. 33, to the East line of said NE  $\frac{1}{4}$  of Sec. 33, thence South along the East line of said NE  $\frac{1}{4}$  of Sec. 33, 100 feet to a point 50 feet South of the center line of N  $\frac{1}{2}$  NE  $\frac{1}{4}$  Sec. 33, thence Westerly parallel to and 50 feet South of the center line of N  $\frac{1}{2}$  NE  $\frac{1}{4}$ , Sec. 33, to a stake 50 feet South of and 1059.6 feet Easterly from a stake at the intersection of Kennedy Avenue and 150th Street, thence on a curved line with a radius of 867.2 feet convex to the Northwest a distance of 813.6 feet to the place of beginning, containing 8 acres more or less. Also a strip of land in the NW  $\frac{1}{4}$  of Sec. 34, Township and Range aforesaid, 100 feet in width, the center line of which is described as follows: Beginning at the intersection of the West line of the NW  $\frac{1}{4}$ , Sec. 34, and the East and West center line of the N  $\frac{1}{2}$  of said NW  $\frac{1}{4}$ , Sec. 34, thence Easterly 1827.6 feet more or less, to a point 169 feet Westerly of the point of intersection of the East and West center line of the N  $\frac{1}{2}$  NW  $\frac{1}{4}$ , Sec. 34 and the center line of the right of way of the Indiana Natural Gas and Oil Company, as conveyed to said Company by the grantor herein, by deed dated Jan'y 26, 1892, thence on a curved line 562 feet with a radius of 955.4 feet convex to the Northeast, to a point 58  $\frac{1}{2}$  feet Northeastly of the said center line of the said right of way of the Indiana Natural Gas and Oil Co., measured at right angles therefrom, thence Southeasterly parallel to and 58  $\frac{1}{2}$  feet from measured at right angles to the center line of said right of way of the Indiana Natural Gas and Oil Company 350 feet more or less, to the East line of the NW  $\frac{1}{4}$  of Sec. 34,

containing 6.29 acres more or less. Also a strip of land in the NE  $\frac{1}{4}$ , Sec. 34, 100 feet in width, the center line of which is described as follows: Beginning at the intersection of the center line of above described strip and the West line of the NE  $\frac{1}{4}$  of Sec. 34, said point is situated 58 $\frac{1}{2}$  feet Northeastly of the center line of said right of way of Indiana Natural Gas and Oil Company, measured at right angles thereto, thence Southeastly parallel to and 58 $\frac{1}{2}$  feet from said center line of said right of way of the Indiana Natural Gas and Oil Company, 1800 feet, thence on a curved line convex to the Southwest and having a radius of 2865 feet to the East line of said NE  $\frac{1}{4}$ , Sec. 34, 85 feet, North of the Southeast corner of said NE  $\frac{1}{4}$ , Sec. 34. Also another irregular strip of land lying South of and between the last described piece or curved strip of land and a line parallel to and 33 feet North of South line of the NE  $\frac{1}{4}$ , Sec. 34, and a curved line 8 $\frac{1}{2}$  feet Northeastly of the said center line of said right of way of the Indiana Natural Gas and Oil Co., intersecting same. All of land in the NE  $\frac{1}{4}$ , Sec. 34 as described contains 8.7 acres more or less, in Lake Co., Ind., for the sum of \$17242.50.

It is expressly understood that the foregoing conveyance is subject, First: To the rights or lands heretofore conveyed to the following: The Indiana Natural Gas and Oil Company, the East Chicago Belt Railroad Company, and to Charles E. Hequembourg, Second: The grantor expressly reserves the right at any time hereafter and without compensation to the grantee herein, its successors or assigns, to lay out, dedicate and construct streets and highways, not more than 66 feet in width across the lands hereinbefore conveyed. Third: The said grantor likewise reserves a strip of land not to exceed 66 feet in width for a right of way for a railroad across the lands herein conveyed. Such strip to be located by the grantor at any time hereafter. Fourth: The grantee agrees to put in culverts or openings across its right of way and under its tracks sufficient to carry off the water wherever such tracks on the right of way conveyed by this deed crosses any of the ditches or drainage of the present drainage system. Signed by Calumet Canal and Improvement Company, by Robert E. Tod, President, Attest: Albert DeW. Erskine, Secretary, and seal of Company attached.

Acknowledged regularly by Robert E. Tod, President for said Company, before Edwin T. Corey, Notary Public in New York City and County N.Y. Acknowledged regularly by Albert DeW. Erskine, Secretary for said Company, before Lillian E. Terrill, Notary Public in Cook Co., Ill. (\$17.50 revenue stamps attached.) Recorded Aug. 25, 1899, in Book No. 89, Pages 325 to 329.

-No. 72-

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana, and having its principal office in the City of East Chicago, Lake Co., Ind.,)

to

East Chicago Company, (a voluntary association organized and existing under the laws of the State of Indiana.)

conveyed to the Western Indiana Railway Company by deed dated July

warranty Deed, Jan'y. 31, 1903, conveys part of Sec. 33, T. 37 N., R. 9 W. of the 2nd P.M., described as follows: The N  $\frac{1}{4}$  NE  $\frac{1}{4}$ , and all that part of the E.  $\frac{1}{4}$ , lying North of the Calumet River, and South of 151st Street, except that portion of said W  $\frac{1}{4}$

22, 1896 (with other land,) in Lake Co., Ind., for the sum of \$1, and other good and valuable considerations. Together with all and singular the improvements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said grantor, either in law or in equity, of, in and to the above bargained premises, and of, in and to the streets, alleys, public squares and highways bordering upon or adjacent to the premises aforesaid. The above and foregoing conveyance is made subject to all conveyances or agreements heretofore made by said grantor or its grantors, of or concerning rights of way for railroads, pipe lines, water ways, public highways or easements through, on or across the premises aforesaid, or any part thereof. This conveyance is made subject to a certain mortgage dated July 1, 1887, from the grantor to Frank H. Tuthill and the Central Trust Company of New York, Trustees, said Mortgage being recorded in the office of the Recorder of Lake Co., Ind., on July 13, 1887, in Book No. 19 of Mortgages, Pages 1-20. Signed by Robert E. Tod, President, Attest: Albert DeW. Erskine, Secretary, and corporate seal attached. Acknowledged regularly before Joseph W. Galloway, Notary Public in Lake Co., Ind. Recorded Feb'y 2, 1903, in Book No. 107, Pages 102 & 103.

-No. 73-

The Calumet Canal and Improvement Company, (a corporation duly organized under the laws of the State of Indiana, having its principal office in the City of East Chicago, Lake Co., Ind.,)

to  
East Chicago Company, (a voluntary association organized and existing under the laws of the State of Indiana.)

appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders thereof, and all the riparian rights, estate, right, title, interest, claim or demand whatsoever of the said grantor, either in law or in equity, of, in and to the above bargained premises, and of, in and to the streets, alleys, public squares and highways bordering upon or adjacent to the premises aforesaid, in Lake Co., Ind., for the sum of \$1, and other good and valuable considerations. The above and foregoing conveyance is made subject to all conveyances or agreements heretofore made by said grantor or its grantees, of or concerning rights of way for railroads, pipe lines, waterways, public highways or easements through, over or across the premises aforesaid, or any part thereof. This conveyance is made subject to a certain Mortgage, dated July 1, 1887, from the grantor to Frank H. Tuthill, and the Central Trust Company of New York, Trustee, said mortgage being recorded in the office of the Recorder of Lake Co., Ind., on July 13, 1887, in Book No. 19 of Mortgages, Pages 1-20, Signed by Robert E. Tod, President, Attest: Albert DeW. Erskine, Secretary, and corporate seal attached. Acknowledged regularly before Joseph W. Galloway, Notary Public in Lake Co., Ind. Recorded Feb'y 2, 1903, in Book No. 107, Pages 111, etc.

Warranty Deed, Jan'y 31, 1903, conveys all that part of Sec. 34, North of the Calumet River, (except Lot No. 4;) Also Lot No. 4, in Sec. 35; all situated in T. 37 N., R. 9 W. of the 2nd P.M., with all and singular the improvements, hereditaments and



East Chicago Company, (a corporation of the State of Indiana,) to  
Indiana Harbor Railroad Company.

quit Claim Deed, Oct. 16, 1903, conveys (among other lands): "D". Also a strip of land 100 feet wide through Section 28, and that part of

Section 33, North of Calumet River, in T. 37 N., R. 9 W. of the 2nd P.M., said strip being 50 feet on each side of a line described as follows, to-wit: Beginning at a point on the North line of said Section 28, which is 596 feet East of the North quarter corner of said Section 28, thence Southerly on a straight line parallel to and 50 feet Easterly of the Easterly line of right of way of the Western Indiana Railway Company, as decided to said Railway Company, June 22, 1896, and recorded Oct. 27, 1896, Book 79, Pages 304-311, a distance of 2408.24 feet to point of curve, thence Southwesterly on a curve convex to the Southeast with a radius of 1432.7 feet, a distance of 407.8 feet to point of tangent, thence Southwesterly on tangent to last described curve 404.14 feet to point of curve, thence Southerly on a curve convex to the West with a radius of 716.78 feet, a distance of 204.02 feet to point of tangent, thence Southerly on tangent which is parallel and 50 feet West of the West line of right of way of the Western Indiana Railway Company aforesaid, a distance of 1897.15 feet to a point on the South line of Sec. 28 aforesaid, which is 412 feet East of the South quarter corner thereof, thence continuing on the last described line a distance of 452.07 feet to point of curve, thence Southwesterly on a curve convex to the Southeast, with a radius of 955.4 feet, a distance of 500 feet to point of tangent, thence Southwesterly on tangent to last described curve, a distance of 462.11 feet to point of curve, thence Southwesterly and Southerly on curve convex to the West and tangent to last described line with a radius of 661.7 feet a distance of 388.54 feet to point of tangent, said point of tangent being 354.27 feet South of stone at the Northeast corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Sec. 33, aforesaid, and 100 feet West of and at right angles to the North and South center line of said Sec. 33, thence South on a straight line parallel to and 100 feet West of the said North and South center line of Sec. 33 aforesaid, a distance of 2237 feet more or less, to the center of Calumet River, (excepting therefrom a piece of land containing 47/100 acres in the Northeast corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Sec. 33, belonging to the Western Indiana Railroad Company,) containing 35.836 acres more or less, aforesaid Section 15, containing 2.395 acres; Sec. 22, 2,246 acres; Sec. 21, 12.025 acres; Sec. 23, 11.145 acres, and Sec. 33, 8.027 acres; all in Lake Co., Ind. for the sum of \$1, and of the warrants and agreements hereinafter set forth. Subject to the existing highways and railroad rights of way, and to the right of way conveyed to the Indiana Natural Gas and Oil Company, by Warranty Deed, dated June 8, 1892, (said parcel "D", is shown in yellow on plat hereto attached.)

The said Indiana Harbor Railroad Company, grantee herein, its successors and assigns, covenants and agrees to and with the said East Chicago Company, its successors and assigns, as follows, to-wit: First. That the premises hereby conveyed shall be used for railroad purposes. Second. That the Indiana Harbor Railroad Company will agree to handle the cars of the Pittsburgh, Fort Wayne and Chicago Railway, the Chicago, Lake Shore and Eastern Railway, the Baltimore and Ohio and Chicago Railway, the Chicago Terminal Transfer Railway, and the Chicago Junction Railway, to and from points, on the Indiana Harbor Railroad, at a

rate not to exceed that which may be charged by said Railways, to the Indiana Harbor Railroad Company, or to the Lake Shore and Michigan Southern and the Michigan Central roads, for handling cars for freight an equal distance upon their tracks in the Calumet District, to and from points at which said railways may have a physical connection with the Indiana Harbor Railroad; and that the Indiana Harbor Railroad or the parties operating the same, will undertake to handle the cars on the terms above set forth. If the foregoing shall not be satisfactory, then the Indiana Harbor Railroad Company will agree to handle the cars of said railroads to and from points along the Indiana Harbor Road at the usual switching rates which may from time to time, be in force in the East Chicago District. Third. That the Indiana Harbor Railroad Company shall agree to establish a train service for the operation of suburban trains over the railroad tracks laid upon the premises conveyed by such deeds, between the Van Buren Street Station of the Lake Shore & Michigan Southern Railway Company in Chicago, and the property conveyed by such deeds, and that such suburban service shall be maintained by a sufficient number of trains to reasonably accommodate the necessities of the territory served. In case of disagreement as to such suburban service, the subject to be submitted to arbitration, and in the event that the Indiana Harbor Railroad Company shall not establish or maintain such suburban service as may be found to be reasonably efficient, in accordance with such arbitration, or "of" the Indiana Harbor Railroad Company shall discontinue such suburban service, then the Indiana Harbor Railroad Company shall agree to pay to the respective grantors in such deeds of right of way,  $\frac{1}{2}$  of the value of the land conveyed by such deeds, such value to be determined by arbitration in the usual manner. Fourth. The said grantee and his assigns will at any time hereafter allow streets or highways to be opened across the right of way hereby granted, without compensation, on the section, quarter section and eighth section lines, intersecting said right of way. Fifth. The said grantee shall construct and furnish to any industry which may be located upon the land of the said grantor, side track railroad facilities, provided the volume of business from such industries shall warrant the construction of the same, and provided further that said party of the first part or its assigns, shall furnish or cause to be furnished the necessary right of way therefor. In case of disagreement between the grantor, its successors or assigns, and the grantee, relative to the necessity of track facilities to any industries located as above, the same shall be determined by arbitration, in the usual manner. Sixth. It is expressly understood and agreed by and between the parties to this instrument, that the covenants and conditions herein contained supersede and take the place of the covenants and agreements contained in the following deeds, to-wit: Warranty Deed from the Calumet Canal and Improvement Company to Henry B. Ledyard, bearing date Nov. 4, 1901, Warranty Deed from Owen F. Aldis and Cyrus Bentley, Trustees, to said Henry B. Ledyard, bearing date Nov. 5, 1901; Warranty Deed from Lake Michigan Land Company to said Henry B. Ledyard, bearing date Nov. 5, 1901. And the said East Chicago Company as grantee and successor of said Calumet Canal and Improvement Company, Owen F. Aldis, and Cyrus Bentley, Trustees, and the Lake Michigan Land Company, release and quitclaim to said Indiana Harbor Belt Railroad Company, all rights, claim and demand under the covenants and agreements in said three deeds contained, except in so far as they coincide and agree with the covenants and conditions in this conveyance set forth. Signed by East Chicago Company, by Albert DeW. Erskine, President.

Attest: George W. Lewis, Secretary, and corporate seal attached.  
Acknowledged regularly before A.C. Krinbridge, Notary Public  
in Cook Co., Ill. Recorded Oct. 21, 1903, in Book No. 107,  
Pages 481 to 484. (We omit map.)

-No. 75-

The East Chicago Company,  
a corporation,  
to  
Indiana Harbor Belt Railroad  
Company, a corporation.

Warranty Deed, Jan'y 16, 1908,  
conveys the following real estate  
in Lake Co., Ind., a strip of land  
50 feet wide across the N  $\frac{1}{4}$  NE  $\frac{1}{4}$   
of Sec. 33, T. 37 N., R. 9 W. of  
2nd P.M., being 25 feet on each

side of a center line described as follows: Beginning at a point  
on the south line of the N  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 33 aforesaid, said point  
being 153 feet east of the south west corner thereof; thence North-  
easterly 301 feet to a point of curve, said point being 25  
Southeasterly from the southeasterly line of the right of way of  
the Elgin, Joliet & Eastern Railway, which right of way was con-  
veyed to C.H. Ackert by deed dated Aug. 4, 1899, and recorded  
Aug. 25, 1899, in Book 89, Pages 325 to 329 inclusive; thence  
Northeasterly on a curve of 842.2 feet radius convex to the  
Northwest and distant 25 feet from above right of way line, a  
distance of 790 feet to a point of tangent; thence Easterly on  
said tangent, which is parallel to and distant 25 feet Southerly  
from the South line of the right of way of the Elgin, Joliet &  
Eastern Railway aforesaid, a distance of 1583 feet to the East  
line of said Sec. 33. Also the triangular shaped parcel of land  
in the South West corner of said N  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Sec. 33, bounded  
on the South by the South line thereof; on the South East by  
the above described strip of land 50 feet wide and on the North  
West by the right of way of the Elgin, Joliet & Eastern Railway  
aforesaid, containing 3.239 acres more or less. Also a strip  
of land 50 feet wide in the N  $\frac{1}{4}$  of Sec. 34, Township and Range  
aforesaid, being 25 feet on each side of a center line described  
as follows: Beginning at a point on the West line of said Sec. 34,  
said point being 25 feet south of the South line of right of way  
of the Elgin, Joliet & Eastern Railway aforesaid; thence Easterly  
on a line parallel to and distant 25 feet from said right of way  
line, a distance of 1160.8 feet to the point of curve; thence  
Southeasterly on a curve of 1432.7 feet, radius, convex to the  
North East, a distance of 841.65 feet to a point of tangent;  
thence Southeasterly on a tangent parallel to and distant 280.6  
feet Southwesterly from the center of the pipe line of the  
Indiana Natural Gas & Oil Company, a distance of 1157 feet to a  
point of curve; thence Southeasterly on a curve of 1432.7 feet radius,  
convex to the South West a distance of 482.5 feet to a point  
of tangent; thence Southeasterly on said tangent, which is a  
tangent to the center of a curve in the 50 feet right of way  
conveyed to the East Chicago Belt Railroad Company, by Warranty  
Deed, dated Feb'y 3, 1904 and recorded March 4, 1904, in Book  
104, Page 578, a distance of 125 feet to the South West line of  
right of way of the Chicago, Lake Shore & South Bend Electric  
Railway, (excepting therefrom so much of above described strip  
of land as lies in the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Sec. 34 aforesaid, and excepting  
so much of said strip as lies within the 50 foot right of way  
conveyed to the East Chicago Belt Railroad Company aforesaid.)  
containing 3.80 acres more or less, for the sum of \$1.00.  
Signed East Chicago Company, by C.W. Hetchkiss, Vice-President.

Attest: C.A. Westberg, Secretary, and corporate seal attached.  
Acknowledged regularly by said Company by C.W. Hotchkiss, Vice-President and C.A. Westberg, Secretary, before Robert J. Cary, Notary Public in Cook Co., Ill. Recorded Feb'y 3, 1908, in Book No. 135, Page 374.

-No. 76-

East Chicago Company, a  
corporation of Indiana,

to  
The Grasselli Chemical Company, a corporation of the  
State of Ohio.

Warranty Deed, July 19, 1913, conveys all that part of the N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 33, T. 37 N. R. 9 E., 2nd P.M., Lake Co., Ind., which lies south and east of the right of way of the Elgin, Joliet and Eastern Railway, conveyed to C.H. Ackert by deed dated Aug. 4, 1899, and recorded Aug. 25, 1899, in Book No. 89, pages 325 to 329 inclusive, (excepting therefrom a strip of land 50 feet wide across said N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 33, being 25 feet on each side of a center line described as follows, to-wit: Beginning at a point on the South line of the N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 33 aforesaid. Said point being 153 feet East of the Southwest corner thereof, thence Northeasterly 301 feet to a point of curve, said point being 25 feet Southeasterly from the Southeasterly line of the right of way of the Elgin, Joliet and Eastern Railway; thence Northeasterly on a curve of 842.2 feet radius convex to the Northwest and distant 25 feet from above right of way line a distance of 790 feet to a point of tangent, thence Easterly on said tangent which is parallel to and distant 25 feet Southeasterly from the South line of right of way of the Elgin, Joliet and Eastern Railway aforesaid, a distance of 1583 feet to the East line of said Sec. 33. Excepting also the triangular parcel of land in the Southwest corner of said N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 33, bounded on the south by the south line thereof, on the Southeast by above described strip of land 50 feet wide and on the Northwest by the right of way of the Elgin, Joliet and Eastern Railway aforesaid), containing 28.00 acres, more or less. Also all that part of the N $\frac{1}{2}$  NE $\frac{1}{4}$ , Sec. 34, and of the S $\frac{1}{2}$ , Sec. 34, Township and Range aforesaid which lies South of the right of way of the Elgin, Joliet and Eastern Railway aforesaid, and South and West of the right of way of the Chicago, Lake Shore and South Bend Electric Railway and North of the Grand Calumet River, (excepting therefrom so much of a strip of land 50 feet wide as lies within said N $\frac{1}{2}$  NW $\frac{1}{4}$  and in the NE $\frac{1}{4}$  of said Sec. 34, and which lies 25 feet on each side of a center line described as follows, to-wit: Beginning at a point on the West line of said Sec. 34, said point being 25 feet South of the south line of right of way of the Elgin, Joliet and Eastern Railway aforesaid; thence Easterly on a line parallel to and distant 25 feet from said right of way line a distance of 1160.8 feet to a point of curve, thence Southeasterly on a curve of 1432.7 feet radius convex to the Northeast a distance of 841.65 feet to a point of tangent, thence Southeasterly on a tangent parallel to and distant 280.0 feet Southwesterly from the center of the pipe line of the Indiana Natural Gas and Oil Company, a distance of 1157.0 feet to a point of curve, thence Southeasterly on a curve of 1432.7 feet radius convex to the Southwest a distance of 482.5 feet to a point of tangent, thence Southeasterly on said tangent which is tangent to the center line of a curve in the 50 foot right of way

conveyed to the East Chicago Belt Rail Road Company, by Warranty Deed, dated Feb'y 3, 1904, and recorded March 4, 1904, in Book No. 104, Page 578, a distance of 125 feet to the southwest line of right of way of the Chicago, Lake Shore and South Bend Railway and excepting also so much of the right of way conveyed to the East Chicago Belt Rail Road Company above referred to as lies between above described strip of land and the west line of the NE 1/4, Sec. 34 aforesaid, containing 106.098 acres more or less. Also a narrow irregular shaped strip of land in the NE 1/4, Sec. 34 aforesaid, which is bounded on the Northeast by the right of way for the pipe line of the Indiana Natural Gas and Oil Company and on the South and West by the right of way of the Chicago, Lake Shore and South Bend Electric Railway and the right of way conveyed to the East Chicago Belt Rail Road Company by warranty Deed dated Feb'y 3, 1904, and recorded March 4, 1904, in Book No. 104, Page 578, containing 1.483 acres more or less, in Lake Co., Ind., for the sum of \$136,024.00. This conveyance is made subject to the second installment of the general taxes for 1912 and to the general taxes for 1913. Signed: East Chicago Company, by G.A. Westberg, Vice-President, Attest: Beverly Chew, Secretary, and corporate seal attached. Acknowledged regularly July 19, 1913, before Anna E. Peterson, Notary Public in Lake Co., Ind. Recorded Oct. 23, 1913, in Book No. 194, Page 391.

## STATEMENT

The lands owned by The Grasselli Chemical Company in Lake County, Indiana, were originally owned by the United States Government. These lands were caused to be surveyed by the United States in the year 1835 as is shown by plat in the General Land Office of the Department of the Interior at Washington, D. C., a copy of such plat being on file in the office of the Auditor of State of the State of Indiana.

The lands of The Grasselli Chemical Company are located in Sections Thirty-three (33) and Thirty-four (34) in Township Thirty-seven (37) North of Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana. After the United States Government caused such lands to be surveyed, Congress passed an act which was approved September 28, 1850, granting Swamp Lands to the several states. The lands now owned by The Grasselli Chemical Company in Lake County, Indiana, were a part of such Swamp Lands. Said company is informed that a list of the Swamp Lands including the lands involved herein was transmitted to the Governor of the State of Indiana, and the Governor, under date of December 18, 1852, requested the issuance of a patent covering such Swamp Lands and conveying the same to the State of Indiana; that thereafter, by patent dated March 24, 1853, such Swamp Lands, including lands now owned by The Grasselli Chemical Company, were conveyed by the United States Government to the State of Indiana.

The Legislature of the State of Indiana, approved an Act on May 29, 1852, providing a method for the disposal of said Swamp Lands; that pursuant to said Act of Congress, the transmittal from the Secretary of the Interior to the Governor of the State of Indiana, the request of the Governor for the issuance of a patent, the issuance of the patent from the United States to the State of Indiana, the title to said lands was vested in the State of Indiana.

That pursuant to the Act of Legislature of the State of Indiana, herein referred to, the lands now owned by The Grasselli Chemical Company were sold by the State of Indiana to George W. Clarke, and full payment therefor was made to the State of Indiana in the method provided by law and said purchaser acquired full title thereto; that in the sale of said lands by the State of Indiana, such lands were described in conformity with the Government survey divisions made in the survey by representatives of the United States Government in 1835, and the conveyances made by the State were intended to vest in said purchaser all the title of the State of Indiana in and to the lands now owned by The Grasselli Chemical Company in Lake County, Indiana.

In the purchase of said lands by the said George W. Clarke, there was paid to the state of Indiana the full purchase price therefor as by law then provided, such purchase price having been paid to the treasurer of Lake County, State of Indiana, as shown by certificates abstracted, at Nos. 12 to 19, inclusive, herein; that such payment entitled said George W. Clarke to deeds or patents from the State of Indiana, and on June 10, 1856, patents from the State of Indiana were issued to said George W. Clarke, the abstract of such patents being set forth in Nos. 20 to 33, inclusive, herein. That such deeds or patents conveyed to the said George W. Clarke the title by the survey descriptions as made by the United States Government in 1835 and intended to convey from the State of Indiana all of the title of said State as to the lands now owned by The Grasselli Chemical Company.

That the said George W. Clarke was never married; that under date of February 9, 1856, after the said George W. Clarke had purchased the said lands from the State of Indiana and paid the full purchase price therefor, he sold and conveyed the same, with other lands, to William W. Beach; that said William W. Beach executed a mortgage to said George W. Clarke and said mortgage was later foreclosed and title thereafter acquired by the said George W. Clarke under the name of George Washington Clarke, who received a deed from the Sheriff of Lake County, reconveying said lands to him as set out at No. 37 herein.

The said George W. Clarke was a resident of Chicago, Illinois in 1866 at the time of his death on August 16, 1866, and for several years prior thereto; that on June 20, 1866, he made a last will and testament which was probated at Chicago on August 20, 1866; that on September 2, 1867, said will was admitted to probate in Lake County, Indiana, as a foreign will. By said last will and testament George W. Clarke bequeathed his real estate, including the real estate now owned by The Grasselli Chemical Company in Lake County, Indiana, to three sisters, namely, Sarah Jane Clarke, Harriet Saville Clarke and Caroline M. Forsyth, and to two brothers, namely, Robert Dunlap Clarke and Henry Francis Clarke, as set forth at Nos. 39 and 40 herein. Caroline M. Forsyth acquired title to all of said real estate as is shown by entries Nos. 41 to 47, inclusive, herein; that on November 10, 1881, Caroline M. Forsyth and husband conveyed said lands to William W. Green and on the same date he conveyed the same to East Chicago Improvement Company. (See Nos. 48 and 51). The East Chicago Improvement Company conveyed said lands to Joseph T. Torrence and Joseph T. Torrence conveyed the same to the Calumet Canal and Improvement Company. The Calumet Canal and Improvement Company made two conveyances to The Grasselli Chemical Company, one dated December 24, 1891, and recorded in Deed Record 59, at Pages 284 and 285 in the Recorder's office of Lake County, Indiana, and the other dated August 30, 1892, and recorded in Deed Record 61, at Pages 311 and 312 in said Recorder's office. The Calumet Canal and Improvement Company conveyed the remainder of the land now owned by The Grasselli Chemical Company, not heretofore conveyed by the Calumet Canal and Improvement Company to The Grasselli Chemical Company, to the East Chicago Company, under date of January 31, 1903, deed for which was recorded in Deed Record 107, at Page 111 in the Recorder's office of Lake County, Indiana, and said East Chi-

sago Company made two deeds to The Grasselli Chemical Company, one dated April 19, 1905, and recorded in Deed Record 115 at Page 353, the other dated July 19, 1913, and recorded in Deed Record 194 at Page 391.

Along the north side of the lands owned by The Grasselli Chemical Company are certain railroad rights of way and some conveyances were made affecting the property lines along said rights of way, but such conveyances do not directly affect the application of The Grasselli Chemical Company under the Act of Legislature of 1927.





# Office of Auditor of State of Indiana

Indianapolis June 29, 1927 19

Whereby Certify that The Grasselli Chemical Company has  
 filed in my office the Receipt of the Treasurer of State of Indiana for the  
 sum of Two Thousand One Hundred Forty Seven & 33/100 - - - - - Dollars  
 As per itemized statement on file, which statement has been audited and the  
 above sum appears to be the true amount due the State of Indiana.

Sale of Lands in Lake County, Indiana.

See Acts 1927- Page 275.

See back.

*L. D. Bowman*  
 Auditor of State.

## Description of Lands.

South of Survey line 1835 and north of center  
 of Grand Calumet river in East. 2, Sec. 33,  
 Tp. 37 N. Range 9 West and south of lot 23  
 and 4 and that part of lot 1 west of C. L. S.  
 and L. B. R. in Sec. 34, Tp. 37, Range 9 West  
 containing in all 85.893 acres.

(X)

THE STATE OF INDIANA.

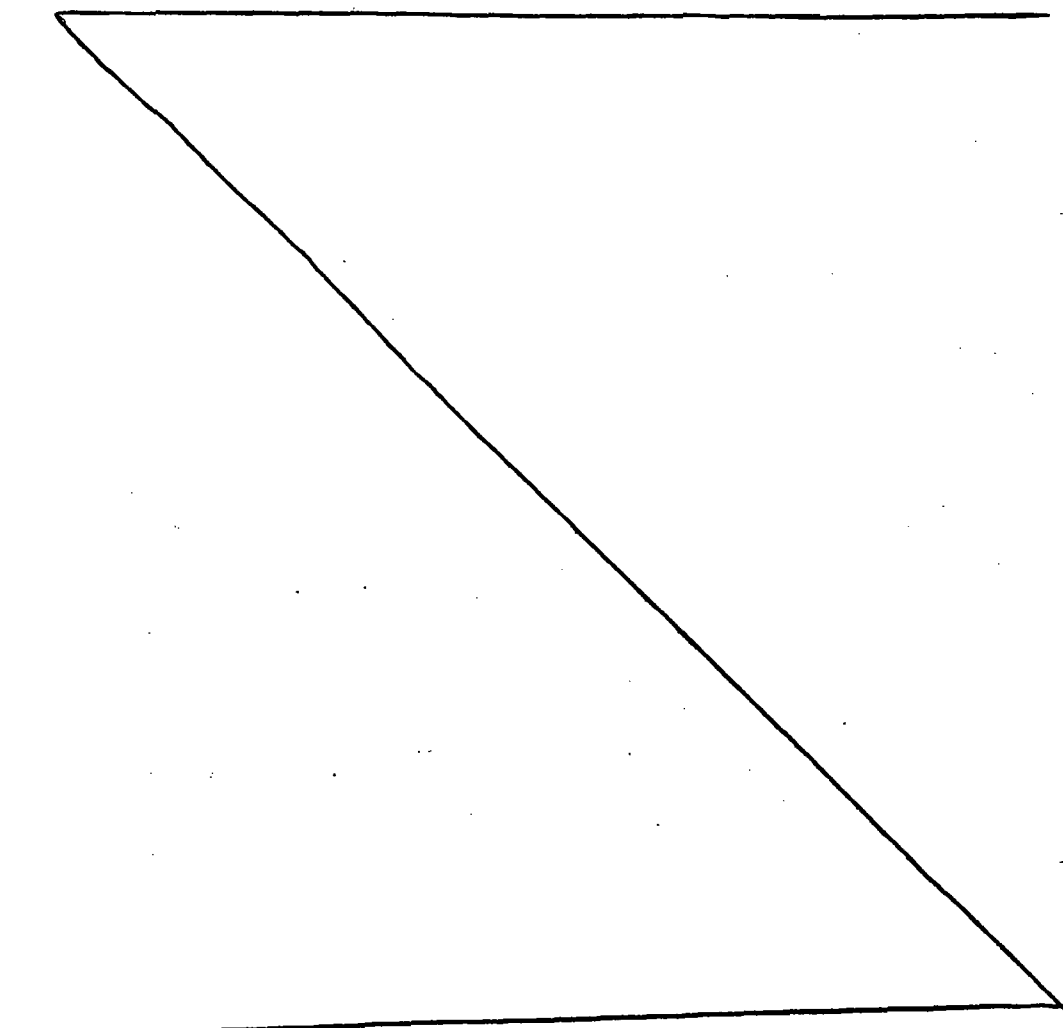
TO ALL TO WHOM THESE PRESENTS SHALL COME --GREETING:

WHEREAS, The Grasselli Chemical Company has filed in the office of the Auditor of State of the State of Indiana, its application under and by the provisions of "An Act in relation to lands in Lake County, Indiana, included within the meander lines of the Grand Calumet River and Wolf River, as established by the United States survey of said lands, and in relation to the title to said lands and the sale of the state's title to said lands, and declaring an emergency," the same being Chapter 105 of the Acts of the General Assembly of the State of Indiana for the year 1927 together with the certificates required by the said law to be filed with such application, together with an abstract and statement of its paper title to and a plat of survey of said lands, prepared by a competent registered land surveyor, all of which has been approved by the said Auditor of State;

AND WHEREAS, the said The Grasselli Chemical Company has filed in the Land Department in the office of the Auditor of State aforesaid, a receipt showing payment to the Treasurer of State of the amount necessary to acquire a state patent to said lands. The said lands, so purchased, are located in Lake County in the State of Indiana and are described as follows, to-wit:

All that part of the east half of Section Thirty-three (33) in Township Thirty-seven (37) North, of Range Nine (9) West of the Second Principal Meridian in Lake County, Indiana, bounded on the north by the meander line of the north bank of the Grand Calumet River as run in the United States Government survey of the year 1835; on the south by the center line of said river, on the west by the west line of the east one-half of said Section Thirty-three (33), East Chicago, containing Sixteen and Four Hundred Eighty-eight Thousandths (16.488) acres.

Also all that part of Section Thirty-four (34) in Township Thirty-seven (37) North of Range Nine (9) West of the Second Principal Meridian, Lake County, Indiana, bounded on the north by the meander line of the north bank of the Grand Calumet River as run in the United States Government survey of the year 1835; on the south by the center line of said river; on the east by the west right of way line of the Chicago, Lake Shore and South Bend Railroad, containing Sixty-nine and Four Hundred Five Thousandths (69.405) acres.



Said lands are more particularly described by metes and bounds as follows:

Lands in Section Thirty-three (33) in Township Thirty-seven (37) North of Range Nine (9) West of the Second Principal Meridian:

Beginning at a point on the east line of said Section Thirty-three (33) where the center line of the Grand Calumet River crosses the east line of said Section Thirty-three (33), which point is north twelve (12) minutes, thirty (30) seconds east fourteen hundred seventy-one and five tenths (1471.5) feet from the southeast corner of said Section Thirty-three (33) and running thence north on the east line of said Section Thirty-three (33) three hundred twenty-three (323) feet to the meander line of the Grand Calumet River as surveyed by the United States Government in the year 1835, thence along said meander line north forty (40) degrees, one (1) minute, twelve (12) seconds west seven hundred twenty-seven and twenty-eight hundredths (727.28) feet, thence along said meander line north fifty-nine (59) degrees, one (1) minute, twelve (12) seconds west, nine hundred twenty-five and sixty-three hundredths (925.63) feet, thence along said meander line south seventy-nine (79) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west, sixty-one and fifty-six hundredths (61.56) feet, thence along said meander line south seventy-nine (79) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west eleven hundred ninety-four and sixty-six hundredths (1194.66) feet, thence along said meander line south seventy-four (74) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west one hundred fifty-two and forty-eight hundredths (152.48) feet to the west line of the east one-half of said Section Thirty-three (33), thence south along said west line of said east one-half of Section Thirty-three (33) ten hundred twenty (1020) feet to a point where the center line of the Grand Calumet River crosses said line, thence north thirty-six (36) degrees, thirty (30) minutes east, one hundred eighty-eight (188) feet, thence north twenty-seven (27) degrees, thirty (30) minutes east, two hundred forty-eight (248) feet, thence north ten (10) degrees east seventy-nine (79) feet, thence north thirty-one (31) degrees, east two hundred ninety-four (294) feet, thence north thirty-nine (39) degrees thirty (30) minutes east two hundred ten (210) feet, thence north forty-two (42) degrees east one hundred twenty (120) feet; thence north sixty (60) degrees east one hundred seventy

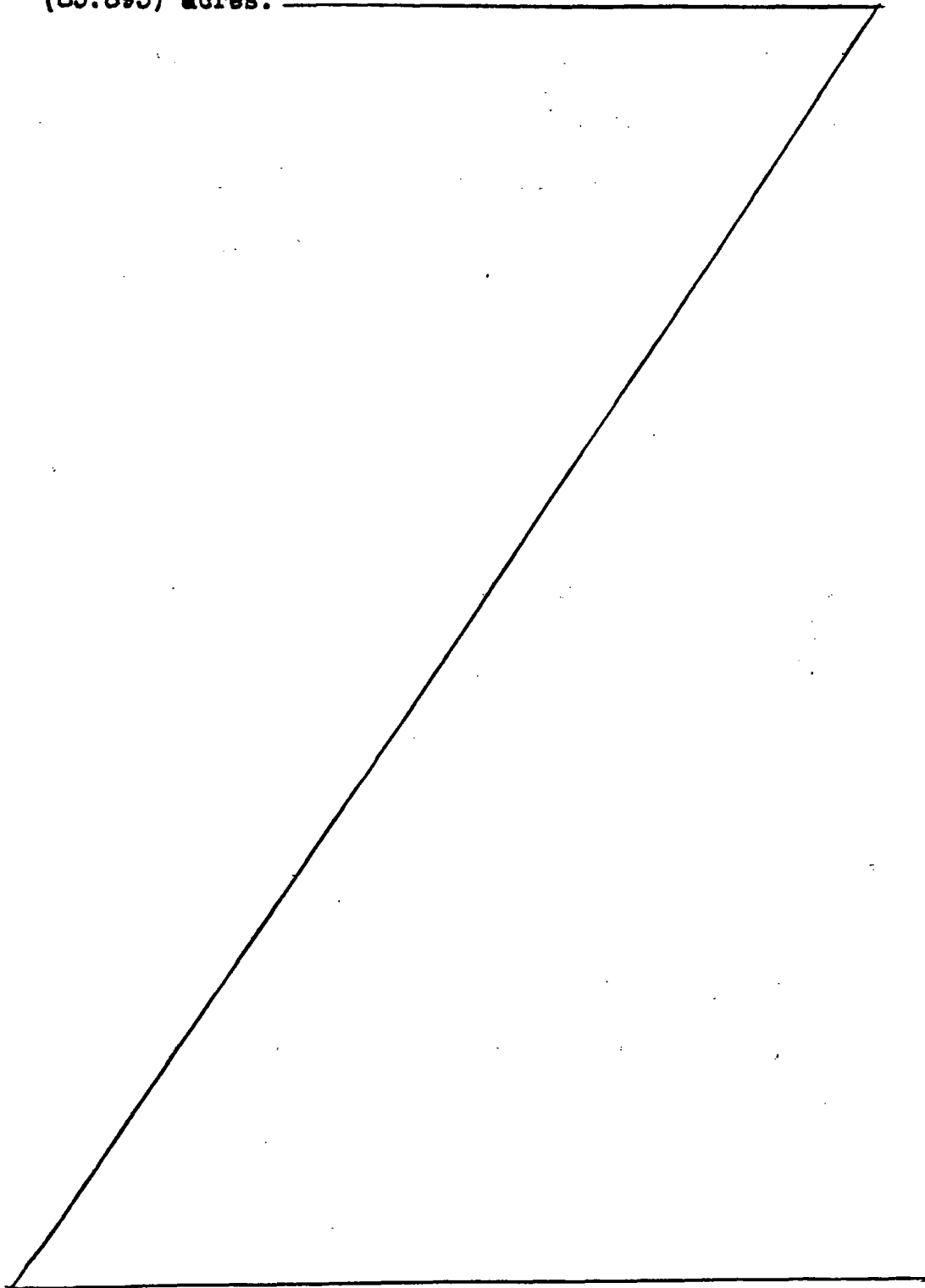
(170) feet thence north seventy-five (75) degrees twenty-five (25) minutes east one hundred sixteen (116) feet, thence north eighty-three (83) degrees, fifteen (15) minutes east, two hundred fifteen (215) feet, thence south eighty-eight (88) degrees twenty-eight (28) minutes, thirty (30) seconds east, one hundred eighty-six and five tenths (186.5) feet, thence south seventy-five (75) degrees, fifteen (15) minutes east two hundred ten (210) feet; thence south sixty-seven (67) degrees, fifty (50) minutes east one hundred twenty (120) feet, thence south sixty-three (63) degrees forty (40) minutes east, two hundred fifteen (215) feet, thence south fifty-three (53) degrees east two hundred ten (210) feet, thence south forty-nine (49) degrees, thirty-nine (39) minutes, thirty (30) seconds east, three hundred six and six tenths (306.6) feet, thence south forty-five (45) degrees east, three hundred (300) feet, thence south thirty-four (34) degrees, thirty (30) minutes east, two hundred ninety-one (291) feet, thence south twenty-five (25) degrees thirty (30) minutes east, two hundred fifteen (215) feet to the place of beginning, containing sixteen and four hundred eighty-eight thousandths (16.488) acres.

Lands in Section Thirty-four (34), in Township Thirty-seven (37) North, of Range Nine (9) West of the Second Principal Meridian:

Beginning at a point in the center line of the Grand Calumet River where said center line intersects the west right of way line of the Chicago, Lake Shore and South Bend Railroad and running along said west right of way line north twenty-nine (29) degrees, seventeen (17) minutes, forty-nine (49) seconds west, one hundred seventy (170) feet to the meander line of the United States Government survey made in the year 1835, thence along said survey north eighty-one (81) degrees, twenty-five (25) minutes, twenty-eight (28) seconds west, five hundred eighty-six and nineteen hundredths (586.19) feet, thence along said survey line south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, thirteen hundred ninety-six and fifty-three hundredths (1396.53) feet, thence along said survey south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, thirteen hundred thirteen and forty-nine hundredths (1313.49) feet, thence along said survey south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, five hundred eleven and sixteen hundredths (511.16) feet, thence along said survey north thirty-four (34) degrees, twenty-five (25)

minutes, twenty-eight (28) seconds, west four  
 hundred sixty and seventeen hundredths (460.17)  
 feet, thence along said survey north eighty-nine  
 (89) degrees, twenty-five (25) minutes, twenty-  
 eight (28) seconds west, five hundred forty-one  
 and three hundredths (541.03) feet to the west  
 line of said Section Thirty-four (34), thence  
 south along the west line of said Section Thirty-  
 four (34) three hundred twenty-three (323) feet  
 to a point where said west line intersects the  
 center line of the Grand Calumet River and which  
 point is north twelve (12) minutes, thirty (30)  
 seconds east, fourteen hundred seventy-one and  
 five tenths (1471.5) feet north from the south-  
 west corner of said Section Thirty-four (34),  
 thence south fifteen (15) degrees, fifteen (15) minutes  
 east, three hundred (300) feet, thence south twenty-  
 four (24) degrees, ten (10) minutes east, two hun-  
 dred forty-five (245) feet, thence south thirty-six  
 (36) degrees, nine (9) minutes, thirty (30) seconds  
 east, one hundred eighty-eight and seven tenths  
 (188.7) feet, thence south forty-five (45) degrees,  
 east one hundred ninety (190) feet, thence south  
 fifty-six (56) degrees, east two hundred ten (210)  
 feet, thence south sixty-three (63) degrees, east  
 two hundred seventy (270) feet, thence south seventy-  
 five (75) degrees east two hundred thirty (230) feet,  
 thence south eighty-seven (87) degrees east one  
 hundred ninety (190) feet, thence north eighty (80)  
 degrees east two hundred nine (209) feet, thence  
 north seventy-two (72) degrees, five (5) minutes  
 east, four hundred twenty-four and five tenths (424.5)  
 feet, thence north fifty-nine (59) degrees east  
 one hundred seventy-seven (177) feet, thence north  
 fifty-six (56) degrees east one hundred fifty (150)  
 feet, thence north sixty-five (65) degrees east, one  
 hundred twenty (120) feet, thence north sixty-seven  
 (67) degrees, thirty (30) minutes east, one hundred  
 twenty-eight (128) feet, thence north seventy-two  
 (72) degrees, ten (10) minutes east, one hundred fifty  
 (150) feet, thence north seventy-seven (77) degrees  
 east three hundred sixty (360) feet, thence north  
 seventy-four (74) degrees, thirty (30) minutes east  
 three hundred twenty (320) feet, thence north eighty-  
 two (82) degrees, thirty-five (35) minutes east,  
 five hundred fifty-five and four tenths (555.4) feet,  
 thence north seventy-five (75) degrees, east four  
 hundred fifteen (415) feet, thence north eighty-  
 three (83) degrees, ten (10) minutes east one hundred  
 twenty (120) feet, thence south eighty-nine (89)  
 degrees east three hundred eighty (380) feet, thence  
 south eighty-five (85) degrees, thirty (30) minutes  
 east seventy (70) feet to the place of beginning, con-  
 taining sixty-nine and four hundred five thousandths  
 (69.405) acres.

The north line of the tracts herein described being the meander line of the Grand Calumet River as surveyed by the United States Government in the survey made in the year 1835; and the south line of said tracts being the center line of the Grand Calumet River as surveyed by C. K. Wallace, a registered land surveyor, in 1927, and containing, in all, in both tracts, eighty-five and eight hundred ninety-three thousandths (85.893) acres.



The interest of the State of Indiana in said lands was purchased by said The Grasselli Chemical Company for the sum of two thousand one hundred forty-seven dollars thirty-three cents (\$2,147.33), as appears by Certificate No. 31793, and it appearing that all and several the provisions and requirements of the above described Act of the General Assembly of the State of Indiana, authorizing the sale and conveyance of said lands has been fully complied with:

NOW KNOW YE, That the State of Indiana, for and in consideration of the sum of two thousand one hundred forty-seven dollars thirty-three cents (\$2,147.33), paid as aforesaid, in consideration of the premises and in conformity with the provisions of said law, has given, granted, bargained and sold and by these presents does hereby give, grant, bargain and sell unto the said The Grasselli Chemical Company the tracts of lands above described.

TO HAVE AND TO HOLD THE SAME together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said The Grasselli Chemical Company, and its successors and assigns forever.



IN TESTIMONY WHEREOF, I, Ed Jackson, Governor of  
the State of Indiana, have caused these  
Letters to be made Patent, and the Seal of  
the State of Indiana to be hereunto affixed.



Given under my hand, at the City of  
Indianapolis, the twenty-ninth day of  
June, in the year of our Lord One Thous-  
and Nine Hundred and Twenty-seven.

BY THE GOVERNOR:

Ed Jackson

Attest:

J. E. Shannon

Secretary of State.

Dec. 1 File 1927  
about entered

258804

6/29/1927

**COMPARE**

*Hay or Hay. Allp*

*Sullivan, Ind.*

HAS ALREADY BEEN ENTERED  
FOR TAXATION IN NAME OF  
*Graselli Chemical Co.*

JUL 7 - 1927 -

*W. E. Whitaker.*  
AUDITOR, LAKE COUNTY

Received for Record  
*July 5 - 1927, At 2*  
M. and Recorded in Record  
No. *401* Page *347 348*  
*William C Rose*  
Recorder Lake Co. Ind.

7/5/27

*Blue*  
*July 5 - 1927*

6/29/27

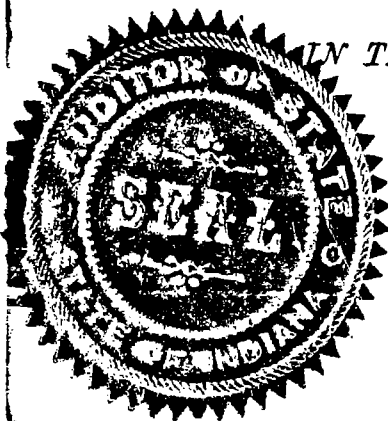
STATE OF INDIANA

OFFICE OF AUDITOR OF STATE

LAND DEPARTMENT

I, Lewis S. Bowman, Auditor of State of the State of Indiana,

do hereby certify That the attached is a true and correct copy  
of the application for the purchase of State Meander land along  
the Grand Calumet River in Sections 33 and 34 in Township 37  
Northk Range 9 West in Lake County, Indiana, under the 1927  
Statutes, Chapter 105, pages 275, etc. on file in my office  
and of which I am the legal custodian.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal, at the City of Indianapolis, on the 29th

day of June, 1927.

*Lewis S. Bowman*  
Auditor of State

*Approved  
this 29th day  
of June 1927  
for 85.893 acres  
L. S. Borman  
Auditor of State*

APPLICATION TO PURCHASE LANDS UNDER  
CHAPTER 105 OF THE ACTS OF THE GEN-  
ERAL ASSEMBLY OF THE STATE OF INDIANA  
AT ITS SEVENTY-FIFTH SESSION BEING  
"AN ACT IN RELATION TO LANDS IN LAKE  
COUNTY, INDIANA, INCLUDED WITHIN THE  
MEANDER LINES OF THE GRAND CALUMET  
RIVER AND WOLF RIVER AS ESTABLISHED  
BY THE UNITED STATES SURVEY OF SAID  
LANDS AND IN RELATION TO THE TITLE  
OF SAID LANDS AND THE SALE OF THE  
STATE'S TITLE TO SAID LANDS AND DE-  
CLARING AN EMERGENCY", APPROVED MARCH  
8, 1927.

TO THE HONORABLE ED JACKSON, GOVERNOR OF THE STATE OF INDIANA:

TO THE HONORABLE FREDERICK E. SCHORTEMEIER, SECRETARY OF STATE  
OF THE STATE OF INDIANA:

TO THE HONORABLE LEWIS S. BORMAN, AUDITOR OF STATE OF THE STATE  
OF INDIANA:

The undersigned, The Grasselli Chemical Company, a cor-  
poration organized under the laws of the State of Ohio, and qual-  
ified to do business in the State of Indiana as a foreign cor-  
poration, does hereby make application to purchase and for the  
issuance of a patent or deed of conveyance for the following de-  
scribed real estate in Lake County, State of Indiana, to-wit:

All that part of the east half of Section Thirty-three  
(33) in Township Thirty-seven (37) North, of Range  
Nine (9) West of the Second Principal Meridian in Lake  
County, Indiana, bounded on the north by the meander  
line of the north bank of the Grand Calumet River as  
run in the United States Government survey of the year  
1835; on the south by the center line of said river,  
on the west by the west line of the east one-half of  
said Section Thirty-three (33), East Chicago, contain-  
ing Sixteen and Four Hundred Eighty-eight Thousandths  
(16.488) acres.

Also all that part of Section Thirty-four (34) in  
Township Thirty-seven (37) North of Range Nine (9)  
West of the Second Principal Meridian, Lake County,  
Indiana, bounded on the north by the meander line of  
the north bank of the Grand Calumet River as run in  
the United States Government survey of the year 1835;  
on the south by the center line of said river; on  
the east by the west right of way line of the Chicago,  
Lake Shore and South Bend Railroad, containing Sixty-  
nine and Four Hundred Five Thousandths (69.405) acres.

A description of the above lands by metes and bounds is attached to this application and made a part hereof as Exhibit "A".

Said applicant furnishes with this application a plat of survey of said lands, prepared by a competent registered land surveyor.

The undersigned also submits herewith an abstract and statement of its paper title to all of the lands hereinabove described and claimed by it, comprising 85.893 acres lying within the meander lines of Grand Calumet River, said acreage being the acreage which the undersigned desires to purchase.

Your applicant alleges that it is the owner of all of the Real Estate in Lots One (1) and Two (2) in Section Thirty-three (33), in Township Thirty-seven (37) North of Range Nine (9) West of the Second Principal Meridian, bordering on the meander line of the United States Government survey of the year 1835, and of all of the lands between said survey line and the Grand Calumet River; that it is also the owner of all of the lands bordering on said survey line in Lots Two (2), Three (3) and Four (4) and of that part of Lot One (1) lying west of the west right of way line of the Chicago, Lake Shore and South Bend Railroad in Section Thirty-four (34), in said township and range, and of all of the lands between said survey line west of the west right of way line of said railroad in said Section Thirty-four (34) and the Grand Calumet River, that the meander line of the United States Government survey of the year 1835 is as shown on blue print attached to and made a part of this application.

Your applicant says that the survey made by the United States Government was made prior to the time of the granting and conveying of said lands to the State of Indiana; that by an act of Congress of the United States of America, entitled "An Act to enable the State of Arkansas and other states to reclaim the swamp lands within their limits", approved September 20, 1850, the State of Indiana was granted the lands involved in this application, and the United States of America, by letters patent bearing date of March 24, 1853, did grant and convey to the State of Indiana the whole of Sections Thirty-three (33) and Thirty-four (34) in Township Thirty-seven (37) North of Range Nine (9) West, with other lands; that such letters patent which were granted by the United States to the State of Indiana, were issued pursuant to a request made by the Governor of the State of Indiana under date of December 16, 1852; that thereafter the State of Indiana sold and conveyed the lands involved in this application to George W. Clarke in the form and manner and at the price required by law for which the State of Indiana was authorized to sell the same, and upon the receipt of such purchase price the State of Indiana did grant and convey said lands to the said George W. Clarke, describing said lands according to the survey made by the United States Government in the year 1835; that the said George W. Clarke went into actual, open and notorious possession of said land and that he, his heirs, successors and assigns, including this applicant, have been in actual, open and notorious possession of said land since the conveyance so made by the State of Indiana.

That the lands herein referred to were what were commonly known as "Swamp Lands" and by reason of the occupancy of said lands, and the improvement and drainage thereof, by the purchasers from the State of Indiana and their successors in interest, as aforesaid, the waters in the Grand Calumet River have receded within the meander lines as shown by the survey so made by the United States Government, leaving a portion of said lands lying between the meander lines as first established and indicated by said United States Government survey, and the Grand Calumet River; that the receding of said waters, as aforesaid, has caused said lands between the line of the United States Government survey of 1835 and the Grand Calumet River to become dry and usable property by reason of the outlay and expenditure of money made by the several purchasers thereof and their successors in interest in the draining and improvement thereof; that in granting and conveying said lands by patent to the several purchasers thereof, the State of Indiana intended to convey said lands to the said purchasers thereof, and to grant and convey to said purchasers all and singular of the title which the State of Indiana had received from the United States Government, as aforesaid, describing said lands according to the survey of the United States Government.

This applicant further says that it is the owner of all of the lands involved in this application and that some question has arisen as to such ownership by reason of the sufficiency of the patents granted, issued by and received from the State of Indiana to fully convey said lands to said purchasers, their successors and assigns, including the lands in this application described.

This applicant further states that this application is made under the provisions of an act entitled "An Act in relation to lands in Lake county, Indiana, included within the meander lines of the Grand Calumet river and Wolf river as established by the United States survey of said lands, and in relation to the title to said lands and the sale of the state's title to said lands, and declaring an emergency," approved March 8, 1927.

This applicant claims title to the lands herein described from, through and under a chain of title derived from the patents, grants and deeds issued by the State of Indiana to the said George W. Clarke, the original purchaser hereinabove referred to. Applicant states that it and its predecessors in title have been in possession of the lands herein described and have paid all taxes, state, county and municipal, and all drainage and other special assessments on said lands for more than twenty (20) years prior to March 8, 1927.

This applicant desires to purchase from the State of Indiana, under the Act of 1927 herein referred to, acreage in the amount of 85,883 acres, as hereinabove described at the price of Twenty-five (\$25.00) Dollars per acre, or a total of \$2147.33, as in said Act provided, and with the grant herein prayed for and in consideration thereof this applicant will relinquish all claims which it may have against the State of Indiana for all taxes and improvements on any of said land, as well as all rights which may have accrued to it under any law against the State of Indiana, relating to said land.

This applicant files herewith the official certificate of the auditor, treasurer and recorder of Lake County, Indiana, where said lands are located, showing that the statements contained in this application as to the payment of taxes and special assessments, and chain of title are true as appears by the records of their respective offices.

Dated this 22<sup>nd</sup> day of June, A.D. 1927.

THE GRASSELLI CHEMICAL COMPANY

By E. W. Furst  
Vice President

ATTEST:

E. W. Bailey

STATE OF OHIO, COUNTY OF CUYAHOGA, SS:

E. W. Furst being duly sworn upon his oath, says that he is Vice-President of The Grasselli Chemical Company, the above and foregoing applicant, and makes this affidavit in behalf of said The Grasselli Chemical Company, and affiant says that said application is true in substance and in fact, as affiant is informed and verily believes.

E. W. Furst

Subscribed and sworn to before me this 22<sup>nd</sup> day of June, A.D. 1927.

J. H. Dineen  
Notary Public

My commission expires Dec. 8<sup>th</sup> 1928

**EXHIBIT "A"**

**MEANDER LANDS OF THE GRABE  
BELLI CHEMICAL COMPANY ON  
THE GRAND CALUMET RIVER IN  
SECTION THIRTY-THREE (33)  
AND THIRTY-FOUR (34) IN TOWNSHIP  
THIRTY-SEVEN (37) NORTH  
OF RANGE NINE (9) WEST IN  
LAKE COUNTY, INDIANA.**

**Lands in Section Thirty-three (33) in Township Thirty-seven (37) North of Range Nine (9) West of the Second Principal Meridian:**

Beginning at a point on the east line of said Section Thirty-three (33) where the center line of the Grand Calumet River crosses the east line of said Section Thirty-three (33), which point is north twelve (12) minutes, thirty (30) seconds east fourteen hundred seventy-one and five tenths (1471.5) feet from the southeast corner of said Section Thirty-three (33) and running thence north on the east line of said Section Thirty-three (33) three hundred twenty-three (323) feet to the meander line of the Grand Calumet River as surveyed by the United States Government in the year 1835, thence along said meander line north forty (40) degrees, one (1) minute, twelve (12) seconds west seven hundred twenty-seven and twenty-eight hundredths (727.28) feet, thence along said meander line north fifty-nine (59) degrees, one (1) minute, twelve (12) seconds west, nine hundred twenty-five and sixty-three hundredths (925.63) feet, thence along said meander line south seventy-nine (79) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west, sixty-one and fifty-six hundredths (61.56) feet, thence along said meander line south seventy-nine (79) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west eleven hundred ninety-four and sixty-six hundredths (1194.66) feet, thence along said meander line south seventy-four (74) degrees, fifty-eight (58) minutes, forty-eight (48) seconds west one hundred fifty-two and forty-eight hundredths (152.48) feet to the west line of the east one-half of said Section Thirty-three (33), thence south along said west line of said east one-half of Section Thirty-three (33) ten hundred twenty (1020) feet to a point where the center line of the Grand Calumet River crosses said line, thence north thirty-six (36) degrees, thirty (30) minutes east, one hundred eighty-eight (188) feet, thence north twenty-seven (27) degrees, thirty (30) minutes east, two hundred forty-eight (248) feet, thence north ten (10) degrees east seventy-nine (79) feet, thence north thirty-one (31) degrees, east two hundred ninety-four (294) feet, thence north thirty-nine (39) degrees thirty (30) minutes east two hundred ten (210) feet, thence north forty-two (42) degrees east one hundred twenty (120) feet; thence north sixty (60) degrees east one hundred seventy



(170) feet thence north seventy-five (75) degrees twenty-five (25) minutes east one hundred sixteen (116) feet, thence north eighty-three (83) degrees, fifteen (15) minutes east, two hundred fifteen (215) feet, thence south eighty-eight (88) degrees twenty-eight (28) minutes, thirty (30) seconds east, one hundred eighty-six and five tenths (186.5) feet, thence south seventy-five (75) degrees, fifteen (15) minutes east two hundred ten (210) feet; thence south sixty-seven (67) degrees, fifty (50) minutes east one hundred twenty (120) feet, thence south sixty-three (63) degrees, forty (40) minutes east, two hundred fifteen (215) feet, thence south fifty-three (53) degrees east two hundred ten (210) feet, thence south forty-nine (49) degrees, thirty-nine (39) minutes, thirty (30) seconds east, three hundred six and six tenths (306.6) feet, thence south forty-five (45) degrees east, three hundred (300) feet, thence south thirty-four (34) degrees, thirty (30) minutes east, two hundred ninety-one (291) feet, thence south twenty-five (25) degrees, thirty (30) minutes east, two hundred fifteen (215) feet to the place of beginning, containing sixteen and four hundred eighty-eight thousandths (16.488) acres.

Lands in Section Thirty-four (34), in Township Thirty-seven (37) North, of Range Nine (9) West of the Second Principal Meridian:

Beginning at a point in the center line of the Grand Calumet River where said center line intersects the west right of way line of the Chicago, Lake Shore and South Bend Railroad and running along said west right of way line north twenty-nine (29) degrees, seventeen (17) minutes, forty-nine (49) seconds west, one hundred seventy (170) feet to the meander line of the United States Government survey made in the year 1835, thence along said survey north eighty-one (81) degrees, twenty-five (25) minutes, twenty-eight (28) seconds west, five hundred eighty-six and nineteen hundredths (586.19) feet, thence along said survey line south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, thirteen hundred ninety-six and fifty-three hundredths (1396.53) feet, thence along said survey south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, thirteen hundred thirteen and forty-nine hundredths (1313.49) feet, thence along said survey south eighty-nine (89) degrees, thirty-four (34) minutes, thirty-two (32) seconds west, five hundred eleven and sixteen hundredths (511.16) feet, thence along said survey north thirty-four (34) degrees, twenty-five (25) minutes, twenty-eight (28) seconds, west four hundred sixty and seventeen hundredths (460.17) feet, thence along said survey north eighty-nine (89) degrees, twenty-five (25) minutes, twenty-eight (28) seconds west, five hundred forty-one and three hundredths (541.03) feet to the west line of said Section Thirty-four (34), thence south along the west line of said Section Thirty-four (34) three hundred twenty-three (323) feet

to a point where said west line intersects the center line of the Grand Calumet River and which point is north twelve (12) minutes, thirty (30) seconds east, fourteen hundred seventy-one and five tenths (1471.5) feet north from the southwest corner of said Section Thirty-four (34), thence south fifteen (15) degrees, fifteen (15) minutes east, three hundred (300) feet, thence south twenty-four (24) degrees, ten (10) minutes east, two hundred forty-five (245) feet, thence south thirty-six (36) degrees, nine (9) minutes, thirty (30) seconds east, one hundred eighty-eight and seven tenths (188.7) feet, thence south forty-five (45) degrees, east one hundred ninety (190) feet, thence south fifty-six (56) degrees, east two hundred ten (210) feet, thence south sixty-three (63) degrees, east two hundred seventy (270) feet, thence south seventy-five (75) degrees east two hundred thirty (230) feet, thence south eighty-seven (87) degrees east one hundred ninety (190) feet, thence north eighty (80) degrees east two hundred nine (209) feet, thence north seventy-two (72) degrees, five (5) minutes east, four hundred twenty-four and five tenths (424.5) feet, thence north fifty-nine (59) degrees east one hundred seventy-seven (177) feet, thence north fifty-six (56) degrees east one hundred fifty (150) feet, thence north sixty-five (65) degrees east, one hundred twenty (120) feet, thence north sixty-seven (67) degrees, thirty (30) minutes east, one hundred twenty-eight (128) feet, thence north seventy-two (72) degrees, ten (10) minutes east, one hundred fifty (150) feet, thence north seventy-seven (77) degrees east three hundred sixty (360) feet, thence north seventy-four (74) degrees, thirty (30) minutes east three hundred twenty (320) feet, thence north eighty-two (82) degrees, thirty-five (35) minutes east, five hundred fifty-five and four tenths (555.4) feet, thence north seventy-five (75) degrees, east four hundred fifteen (415) feet, thence north eighty-three (83) degrees, ten (10) minutes east one hundred twenty (120) feet, thence south eighty-nine (89) degrees east three hundred eighty (380) feet, thence south eighty-five (85) degrees, thirty (30) minutes east seventy (70) feet to the place of beginning, containing sixty-nine and four hundred five thousandths (69.405) acres.

The north line of the tracts herein described being the meander line of the Grand Calumet River as surveyed by the United States Government in the survey made in the year 1835; and the south line of said tracts being the center line of the Grand Calumet River as surveyed by G. K. Wallace, a registered land surveyor, in 1927.

STATE OF INDIANA, COUNTY OF LAKE, SS:

I, <sup>C.</sup>WILLIAM ROSE, Recorder of Lake County, State of Indiana, do hereby certify that the statements contained in the foregoing application of The Grasselli Chemical Company relative to the chain of title of The Grasselli Chemical Company are true, as appears by the records of my office.

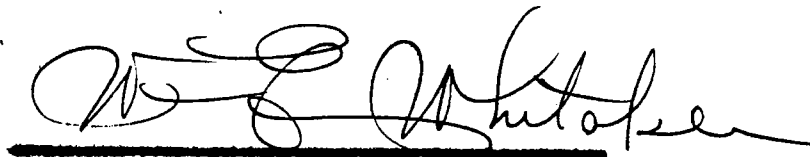
In Witness Whereof, I have hereunto set my hand and official seal at Crown Point, Indiana, this 22<sup>nd</sup> day of June, A.D. 1927.

William Rose Recorder

STATE OF INDIANA, COUNTY OF LAKE, SS:

I, WILLIAM C. TAYLOR, Auditor of Lake County, State of Indiana, do hereby certify that the statements contained in the foregoing application of The Grasselli Chemical Company relative to the payment of taxes and special assessments, are true, as appears by the records of my office.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Crown Point, Indiana, this 22<sup>nd</sup> day of June, A.D. 1927.

A handwritten signature in cursive script, appearing to read "W. C. Taylor", is written over a horizontal line.

STATE OF INDIANA, COUNTY OF LAKE, SS:

I, OTTO FIFIELD, treasurer of Lake County, State of Indiana, do hereby certify that the statements contained in the foregoing application of The Grasselli Chemical Company relative to the payment of taxes and special assessments are true, as appears by the records of my office.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Crown Point, Indiana, this 22 day of June, A.D. 1937.

Otto G. Fifield

TONE

STONE

THE GRASSELLI CHEMICAL CO.

LOT 2

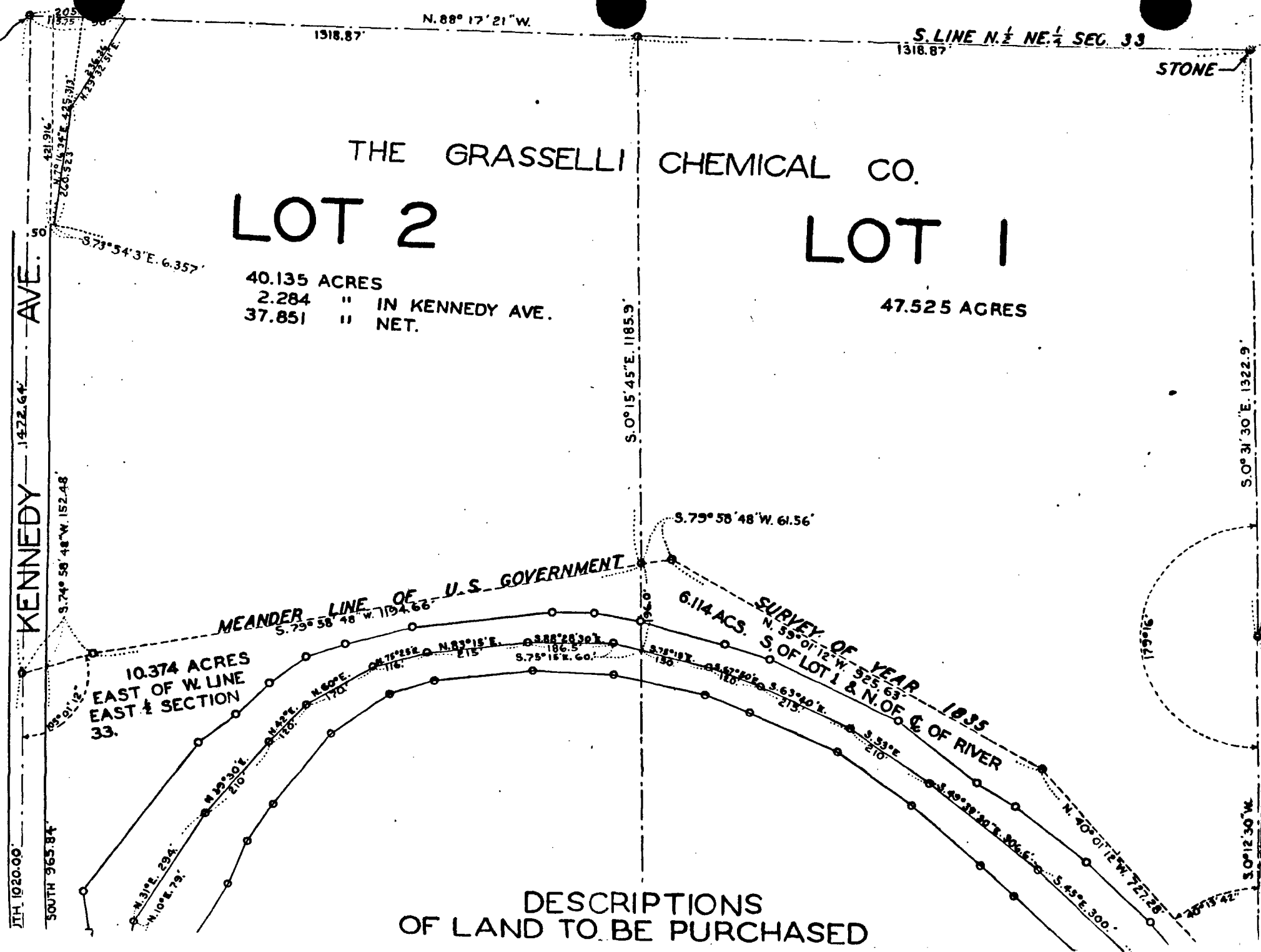
LOT 1

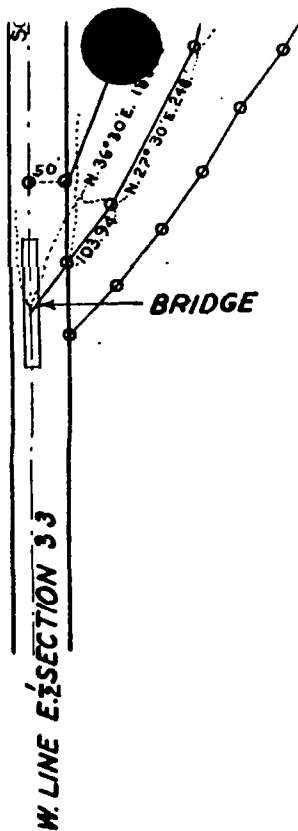
40.135 ACRES  
2.284 " IN KENNEDY AVE.  
37.851 " NET.

47.525 ACRES

KENNEDY AVE.

DESCRIPTIONS  
OF LAND TO BE PURCHASED

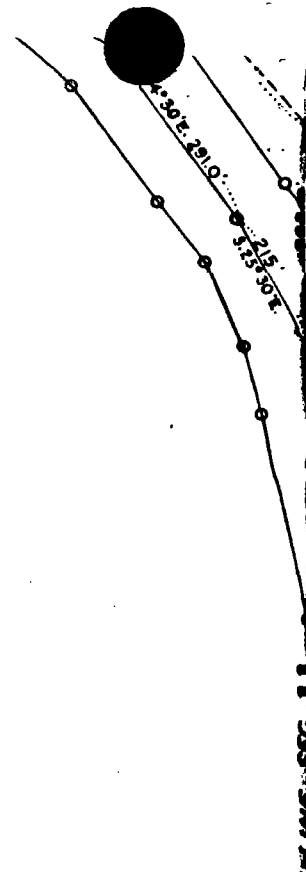




# FROM THE STATE OF INDIANA

ALL OF THAT PART OF THE EAST ½ OF SECTION 33 T.37N.R.9W. OF THE 2ND. P.M. LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE MEANDER LINE OF THE NORTH BANK OF THE GRAND CALUMET RIVER AS RUN IN THE U.S. GOVERNMENT SURVEY OF THE YEAR 1835, ON THE SOUTH BY THE CENTER LINE OF SAID RIVER, ON THE WEST BY THE WEST LINE OF THE EAST ½ OF SAID SECTION 33, CONTAINING 16.488 ACRES.

ALSO ALL THAT PART OF SECTION 34 T.37N.R.9W. OF THE 2ND P.M. LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE MEANDER LINE OF THE NORTH BANK OF THE GRAND CALUMET RIVER AS RUN IN THE U.S. GOVERNMENT SURVEY OF THE YEAR 1835, ON THE SOUTH BY THE CENTER LINE OF SAID RIVER, ON THE EAST BY THE WEST RIGHT OF WAY LINE OF THE CHICAGO, LAKE SHORE & SOUTH BEND R.R., CONTAINING 69.405 ACRES.



REVISED JUNE 17, '27  
OFFICE OF C.K. WALLACE  
COUNTY SURVEYOR & ENGR.  
FOR  
GRASSELLI CHEM. CO

BOOK B-II

MAY 7-1927

1"= 200'

A.  
433

N. 88° 44' 53" W. 1314.26'

39.828 ACRES.

SW COR. NW 1/4 SEG. 34.

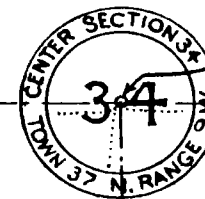
LOT 4

THE GRASSELLI CHEMICAL CO.

N. 0° 20' 30" W. 1322.64'

N. 88° 45' 13" W. 1310.03'

NORTH LINE LOT 3  
N. 88° 45' 13" W. 1310.03'



30.742 ACRES.

E. 1199.11'

LOT 3

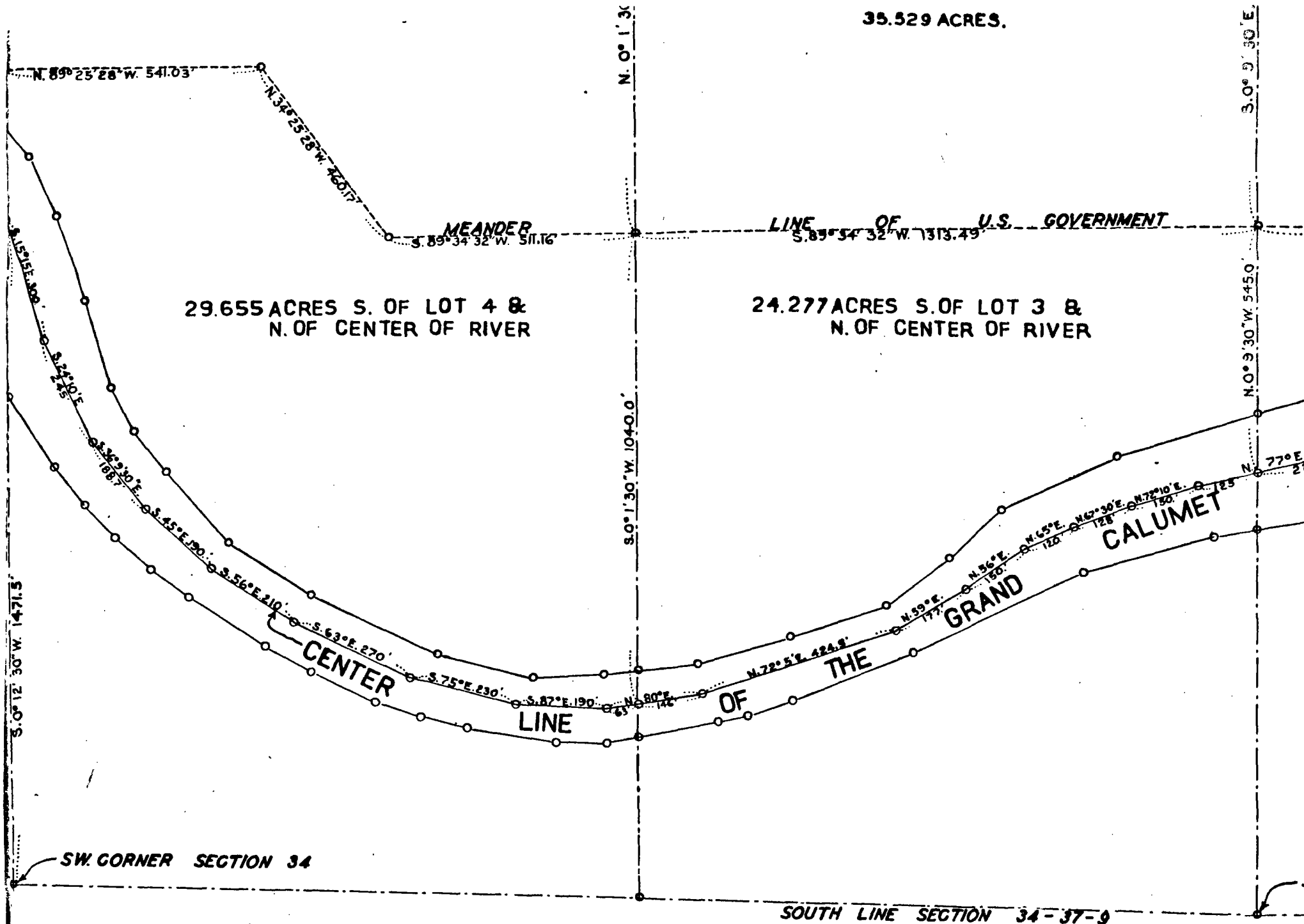
E. 1160.89'

THE GRASSELLI CH

PLA  
OF U.S. GOVERNMENT  
R. 9 W. OF THE 2ND PM  
IN SECTION 34 T. 37 N.  
THE LANDS BOUNDED  
THE SOUTH BY THE  
RIVER, ON THE EAST  
THE CHICAGO, LAKE  
WEST BY THE WEST  
SECTION 33, ALL IN L  
FOR THE  
S



35.529 ACRES.



6/29/27

S

# T OF SURVEY

LOTS 1 AND 2 IN SECTION 33 T. 37N.  
AND OF GOVERNMENT LOTS 1, 2, 3 AND 4  
R. 9W. OF THE 2ND P.M.; ALSO OF ALL  
D ON THE NORTH BY SAID LOTS, ON  
CENTER LINE OF THE GRAND CALUMET  
BY THE WEST RIGHT OF WAY LINE OF  
SHORE & SOUTH BEND R.R. AND ON THE  
LINE OF THE EAST ONE-HALF OF SAID  
LAKE COUNTY, INDIANA.

GRASSELLI, CHEMICAL CO.  
SCALE 1" = 200'

STONE

NORTH LINE LOT 2  
N. 88° 46' W. 1300.73'

E. 1/4 CORNER SECTION 34

5033

EMICAL CO.

37

66

CHICAGO LAKE  
N. 29° 17' 49" W. 132'

CUDAHAY  
PACKING CO.

AVE.

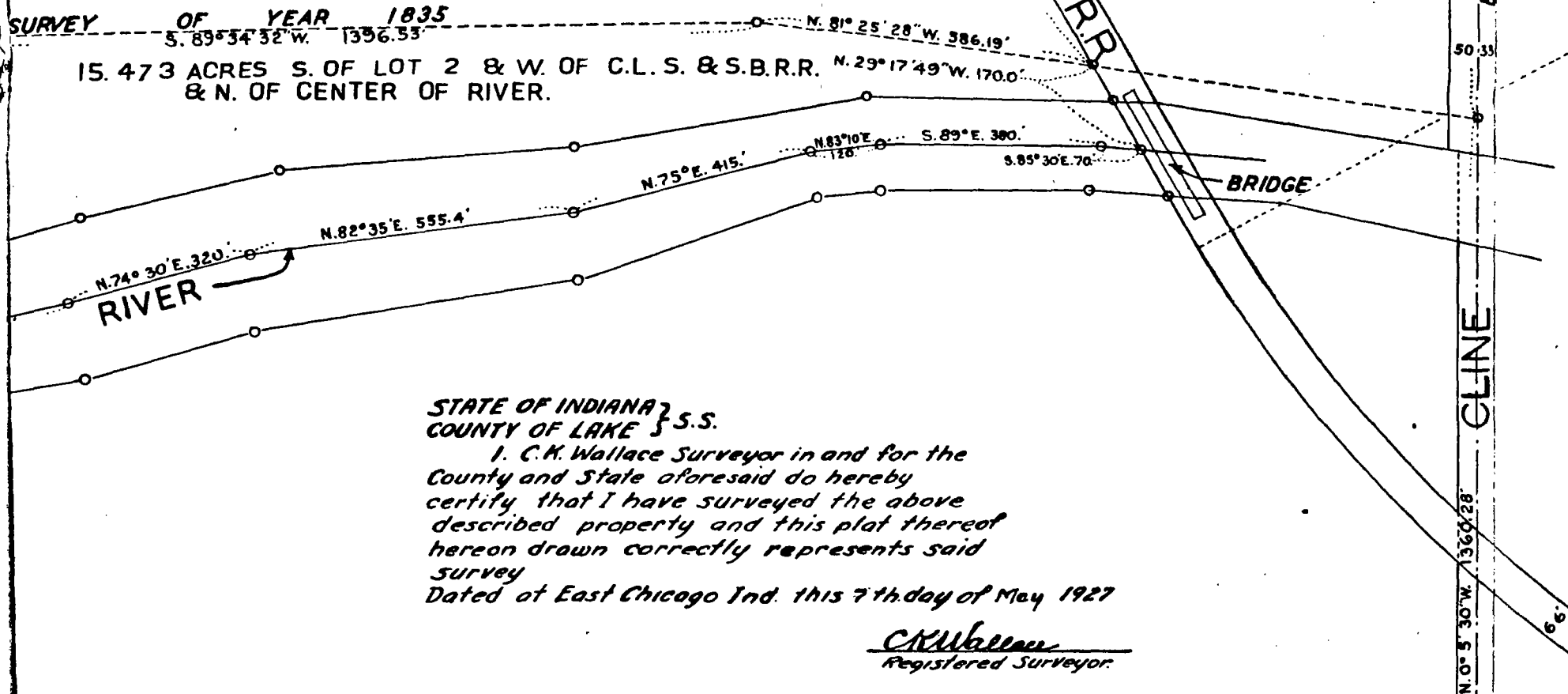
EAST LINE  
WEST LINE

LOT 1

42.703 ACRES.

SURVEY OF YEAR 1835

15.473 ACRES S. OF LOT 2 & W. OF C.L. S. & S.B.R.R.  
& N. OF CENTER OF RIVER.



STATE OF INDIANA } S.S.  
COUNTY OF LAKE }

I, C. K. Wallace Surveyor in and for the  
County and State aforesaid do hereby  
certify that I have surveyed the above  
described property and this plat thereof  
hereon drawn correctly represents said  
survey  
Dated at East Chicago Ind. this 7th day of May 1927

C. K. Wallace  
Registered Surveyor.

RE  
OFFICE  
COUNTY

THE GRONE S. & CORNER SECTION 34

FIELD B

DATE

E

STONE SE. COR. SEC. 34

THIS INDENTURE WITNESSETH, That E.I. duPont de Nemours and Company, a Delaware corporation, duly licensed to do business in the State of Indiana, conveys and warrants to The Grasselli Chemical Company, a Delaware corporation, duly licensed to do business in the State of Indiana, for the sum of Ten Dollars, the receipt of which is hereby acknowledged, all those certain tracts or parcels of land situate, lying and being in Sections 33 and 34, T 37 N R 9 W of the Second Principal Meridian, all in Lake County, Indiana, and more particularly described as follows:

✓ Tract No. 1: Lot 2 in Section 33, Township 37 N R 9 W of the Second Principal Meridian, of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows:

Beginning at a stone at the Northwest corner of said Lot 2 which is likewise the Northwest corner of the South half of the Northeast quarter of said Section 33, and extending thence South 88°17'21" East 1318.87 feet to a point on the North line of the South half of the Northeast quarter of said Section 33; thence South 0°15'45" East 1381.9 feet to the center line of the Grand Calumet River; thence along the center line of the Grand Calumet River with the following courses: North 75°15' West 60 feet; North 88°28'30" West 186.5 feet; South 83°15' West 215.0 feet; South 75°25' West 116.0 feet; South 60° West 170.0 feet; South 42° West 120.0 feet; South 39° 30' West 210.0 feet; South 31° West 294.0 feet; South 10° West 79.0 feet; South 27°30' West 248.0 feet; South 36°30' West 188.0 feet to the West line of the East half of said Section 33; thence North along said West line 2492.64 feet to the point of beginning, together with all riparian rights thereunto belonging;

EXCEPTING, HOWEVER,

✓ (1) All that part of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, described as follows: Beginning at a point in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, said point being 45 feet south from the dividing line between the North and South halves of said Northeast quarter of said Section 33 and 50 feet West from the dividing line between the Northeast quarter and the Northwest quarter of said section and also being the Southeast corner of 151st St. and Kennedy Avenue, and extending thence South 421.916 feet parallel with and 50 feet East from the West line of the East half of Section 33; thence South 73°54'3" East 6.357 feet; thence North 7°16'34" East 425.313 feet; thence North 88°17'21" West 60 feet to the point of beginning, containing .0321 acres; and being the same tract conveyed by The Grasselli Chemical to Leon C. James by deed dated August 13, 1907 and of record in the office of the recorder of Lake County, in book 128, page 220; and excepting also

✓ (2) A triangular shaped parcel of land in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W, described as follows: Beginning at the point of intersection of the North line of said Southwest quarter of said Northeast quarter of said Section 33 and the Southeasterly line extending Northeasterly of the triangular shaped parcel of land described in Parcel "A", and running thence South 7°16'34" West 210 feet to a concrete monument; thence North 29°32'51" East 236.36' to a concrete monument on the North line of said Southwest quarter of said Northeast quarter of said Section 33; thence North 88°17'21" West along said North line 90 feet to the place of beginning, containing 0.216 acres; and being one of the same tracts conveyed by The Grasselli Chemical Company to the Indiana Harbor Belt Railroad Company by deed dated January 16, 1908, and of record in the office of the Recorder of Lake County in Deed Book 136, page 60.

Said Tract No.1 contains 49.972 acres.

✓ Tract No.2: Lot 1 in Section 33 T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northeast corner of the South half of the Northeast quarter of Section 33, and extending thence South 0°31'30" East 1322.9 feet; thence South 0°12'30" West 1169.4 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North 25°30' West 215.0 feet; North 34°30' West 291.0 feet; North 45° West 300.0 feet; North 49°39'30" West 306.6 feet; North 53° West 210.0 feet; North 63°40' West 215.0 feet; North 67°50' West 120.0 feet; North 75°15' West 150.00 feet to the West line of said Lot 1, being the East line of Lot 2 hereinabove conveyed as Tract 1; thence North 0°15'45" West 1381.9 feet to the North line of the South half of the Northeast quarter of said Section 33; thence South 88°17'21" East along said North line 1318.87 feet to the point of beginning, containing 53.639 acres, together with all the riparian rights thereunto belonging.

Tract No.3: Lot 4 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 34, same being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence South 88°44'53" East 1314.26 feet to a point; thence South 0°20'30" East 1322.64 feet to the East and West center line of said Section 34; thence South 0°1'30" West 2239.11 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses: South 80° West 63 feet; North 87° West 190 feet; North 75° West 230 feet; North 63° West 270 feet; North 56° West 210 feet; North 45° West 190 feet; North 36°9'30" West 188.7 feet; North 24°10' West 245 feet; North 15°15' West 300 feet to a point in the West line of Section 33, being the East line of Lot 1, hereinabove conveyed in Tract 2; thence North 0°12'30" East 1169.4 feet to the East and West center line of said Section 34; thence North 0°31'30" West 1322.9 feet to the point of beginning, containing 100.225 acres, together with all riparian rights thereunto belonging.

Tract No. 4: Lot 3 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence South  $0^{\circ}9'30''$  East 1705.89 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses: South  $77^{\circ}$  West 125 feet; South  $72^{\circ}10'$  West 150 feet; South  $67^{\circ}30'$  West 128 feet; South  $65^{\circ}$  West 120 feet; South  $56^{\circ}$  West 150 feet; South  $59^{\circ}$  West 177 feet; South  $72^{\circ}5'$  West 424.5 feet; South  $80^{\circ}$  West 146 feet to the West line of said Lot 3, being the East line of Lot 4 heretofore conveyed in Tract 3; thence North  $0^{\circ}1'30''$  East 2239.11 feet to the North line of Lot 3, being the East and West center line of said Section 34; thence East along said center line South  $88^{\circ}45'13''$  East 1310.03 feet to the point of beginning, containing 59.806 acres; together with all riparian rights thereunto belonging.

Tract No. 5: Lot 2 and that part of Lot 1 which lies South and West of the right-of-way of the Chicago, South Shore and South Bend Railroad in Section 34, T 37 N, R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence along the East and West center line of said Section South  $88^{\circ}46'$  East 1300.73 feet to the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right-of-way line of said railroad South  $29^{\circ}17'49''$  East 1557.42 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North  $85^{\circ}30'$  West 70 feet; North  $89^{\circ}$  West 380 feet; South  $83^{\circ}10'$  West 120 feet; South  $75^{\circ}$  West 415 feet; South  $82^{\circ}35'$  West 555.4 feet; South  $74^{\circ}30'$  West 320 feet; South  $77^{\circ}$  West 235 feet to the North and South center line of said Section 34, being the East line of Lot 3 above conveyed in Tract 4; thence North  $0^{\circ}9'30''$  West 1705.89 feet to the point of beginning, containing 58.176 acres, together with all riparian rights thereunto belonging.

Tract No. 6: All that part of the North half of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and East of the right-of-way of the Indiana Harbor Belt Railroad and more particularly described as follows: Beginning at a stone at the Southeast corner of the North half of said Northeast quarter of said Section 33, being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence along the South line of the North half of the Northeast quarter of said section North  $88^{\circ}17'21''$  West 2452.70 feet to a concrete monument on the Southeast right-of-way line of the Indiana Harbor Belt Railroad; thence along said Southeasterly right-of-way line of said railroad North  $40^{\circ}25'4''$  East 304.78 feet to a concrete monument, the beginning of a curve to the right, having a radius of 817.2 feet; thence Northeasterly along said curve 768.85 feet to a concrete monument on the South right-of-way line of said railroad; thence along said South right-of-way line of said railroad South  $88^{\circ}9'27''$  East 1575.36 feet to a concrete monument on the East line of said Section 33; thence along said East line of said Section 33 South  $0^{\circ}31'30''$  East 561.36 feet to the point of beginning, containing 28.154 acres

Tract No. 7: All that part of the North half of the Northwest quarter of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right-of-way of the Indiana Harbor Belt Railroad Company, being more particularly described as follows: Beginning at a stone at the Southwest corner of said North half of said Northwest quarter of said Section 34, being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence North  $0^{\circ}31'30''$  West 561.36 feet to a concrete monument on the South right-of-way line of the Indiana Harbor Belt Railroad; thence along said South right-of-way line of said railroad South  $88^{\circ}44'12''$  East 1134.05 feet to a concrete monument on said South right-of-way line at the beginning of a curve to the right having a radius of 1407.7 feet; thence in a Southeasterly direction along said curve 841.57 feet to a concrete monument on the Southwesterly right-of-way line of said railroad; thence with said right-of-way line of said railroad South  $54^{\circ}29'$  East 562.30 feet to the South line of the North half of said Northwest quarter of said Section 34; thence with said South line North  $88^{\circ}44'53''$  West 2373.64 feet to the point of beginning, containing 24.958 acres.

Tract No. 8: All that part of the Southeast quarter of the Northwest quarter of Section 34, T 37 N, R 9 W, of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right-of-way of the Indiana Harbor Belt Railroad, being more particularly described as follows: Beginning at a stone in the center of said Section 34 and extending thence West along the East and West center line of said section North  $88^{\circ}45'13''$  West 1310.03 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 34; thence North  $0^{\circ}20'30''$  West 1322.64 feet to the North line of said Southeast quarter of said Northwest quarter of said Section 34; thence East along said North line South  $88^{\circ}44'53''$  East 1059.38 feet to the Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence along said Southwesterly right-of-way line South  $54^{\circ}29'$  East 313.66 feet to the North and South center line of said Section 34; thence along said North and South center line South  $0^{\circ}9'30''$  East 1145.75 feet to the center of said Section 34, the place of beginning, containing 39.307 acres.

Tract No. 9: All that part of the Northeast quarter of Section 34, T 37 N, R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South of the right-of-way of the Indiana Harbor Belt Railroad and Southwest of the right-of-way of the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence North  $0^{\circ}9'30''$  West 1145.75 feet to a concrete monument on the Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence with said Southwesterly right-of-way line of said railroad South  $54^{\circ}29'$  East 309.5 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence along said right-of-way on said curve to the left 491.02 feet to a point; thence still along said right-of-way South  $73^{\circ}47'$  East 147.88 feet to a concrete monument at the intersection of the Southerly right-of-way line of the Indiana Harbor Belt Railroad and the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right-of-way line of said railroad on a curve to the right having a radius of 2838.43 feet, 522.8 feet to the point of tangent; thence still along said Southwesterly right-of-way line of said railroad South  $29^{\circ}17'49''$  East 354.97 feet to the East and West

center line of said Section 34; thence along said East and West center line of said Section 34 North 88°46' West 1300.73 feet to the center of said Section 34, the place of beginning;

EXCEPTING, HOWEVER

the following parcel of land: Beginning at the intersection of the East and West center line of Section 34, T 37 N R 9 W of the Second Principal Meridian and the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence in a Northwesterly direction along the Southwesterly right-of-way of the Chicago, South Shore and South Bend Railroad, a distance of 877.77 feet, more or less, to the intersection of the right-of-way line of the Indiana Harbor Belt Railroad Company, which is the real point of beginning, and extending thence in a Southeasterly direction along the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad, a distance of 400 feet; thence in a Northwesterly direction on a 5°45' curve, a distance of 545 feet, more or less, to its intersection with the South right-of-way line of the Indiana Harbor Belt Railroad; thence Easterly along the South right-off-way line of the Indiana Harbor Belt Railroad, a distance of 165 feet, more or less, to the intersection of the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad, being the point of beginning of the above described piece of land containing 0.19 acre, more or less, all in the Northeast quarter of Section 34, T 37 N R 9 W in Lake County, Indiana, and is the same land as was conveyed to Chicago, South Shore and South Bend Railroad Company by deed dated October 2, 1928.

The acreage of said Tract No.9 is 21.178 acres, more or less.

Tract No.10: All those certain parcels of land in the Northwest and Northeast quarters of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which are bounded on the North and East by the rights-of-way of the Elgin, Joliet and Eastern Railroad, and the Chicago, South Shore and South Bend Railroad, and on the South and West by the right-of-way of the Indiana Harbor Belt Railroad, said parcels being more particularly described as follows:

Parcel (a): A parcel of land in the North half of the Northwest quarter of said Section 34 described as follows: Beginning at the intersection of the South line of the North half of the Northwest quarter of said section, and the North and South center line of said Section and extending thence along said South line North 88°44'53" West 166.07 feet to the intersection of the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence along said Northeasterly right-of-way line of said railroad North 54°29' West 635.69 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence along said Northeasterly right-of-way line on said curve to the left 871.46 feet to the intersection of the said right-of-way line with the South right-of-way line of the Elgin, Joliet and Eastern Railroad; thence along said South right-of-way line of said railroad South 88°44'12" East 659.72 feet to the beginning of a curve to the right having a radius of 905.4 feet; thence still along the South right-of-way line of said railroad upon said curve to the right 112.37 feet to the intersection of said curve with the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad;



thence along said Southwesterly right-of-way line of said railroad South  $54^{\circ}27'4''$  East 893.13 feet to the East line of the Northwest quarter of said Section 34; thence along said East line of said Northwest quarter of said Section 34 South  $0^{\circ}9'30''$  East 97.96 feet to the point of beginning, containing 4.599 acres.

Parcel (b) A parcel of land in the Northeast corner of the South half of the Northwest quarter of Section 34, T 37 N R 9 W described as follows: Beginning at the intersection of the South line of the North half of the Northwest quarter of said Section 34 with the North and South center line of said section, said point being corner to Parcel (a) of Tract No.10 hereinabove described, and extending thence along said North and South center line of said Section 34 South  $0^{\circ}9'30''$  East 115.10 feet to its intersection with the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence Northwesterly along said Northeasterly right-of-way line of said railroad North  $54^{\circ}29'$  West 204.37 feet to the South line of the North half of the Northwest quarter of said Section 34; thence along said South line South  $88^{\circ}44'53''$  East 166.07 feet to the place of beginning, containing 0.219 acres.

Parcel (c) A parcel of land in the Northeast quarter of Section 34, T 37 N R 9 W, described as follows: Beginning at the intersection of the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad with the North and South center line of said Section 34, said point being corner to Parcel (a) of Tract No.10 hereinabove described, and extending thence along said Southwesterly right-of-way line of said railroad South  $54^{\circ}27'4''$  East 375.53 feet to the beginning of a curve to the right having a radius of 2838.43 feet; thence still along said Southwesterly right-of-way line of said railroad upon said curve to the right 631.66 feet to an intersection with the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right-of-way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 474.18 feet to the point of tangent; thence still along said Northeasterly right-of-way line of said railroad North  $54^{\circ}29'$  west 345.4 feet to an intersection with the North and South center line of said Section 34; thence along said center line of said Section 34 North  $0^{\circ}9'30''$  West 213.06 feet to the point of beginning, containing 2.978 acres.

All the three parcels of Tract No.10 herein conveyed contain 7.796 acres.

Tract No.11: A narrow irregular shaped strip of land in the Northeast quarter of Section 34, T 37 N R 9 W, which is bounded on the North and East by the right-of-way for the pipe line of the Indiana Natural Gas & Oil Company and on the South and west by the rights-off-way of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at the intersection of the Northeasterly rights-of-way lines of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, as same are now surveyed and located in said Section 34, and extending thence in a Northwesterly direction along said Northeasterly right-of-way line of said Chicago,

South Shore and South Bend Railroad, upon a curve to the left, having a radius of 2904.43 feet, 749.73 feet; thence still along said Northeasterly right of way line of said railroad North 54°27'4" West 422.97 feet to a point; thence North 0°9'30" West 10.15 feet to a point in the Southwesterly right of way line of the Indiana Natural Gas & Oil Company; thence along said right of way of said company South 54°27'4" East 2326.52 feet to the beginning of a curve to the left, having a radius of 1432.5 feet; thence along said curve in a Southeasterly direction 197.53 feet to the intersection of said Southwesterly right of way line of said Indiana Natural Gas & Oil Company with the Northeasterly right of way line of said Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right of way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 377.33 feet to a point; thence still along said Northeasterly right of way line of said railroad North 54°27'4" West 539.03 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence still along said Northeasterly right of way line of said railroad in a Northwesterly direction upon said curve to the left 448.33 feet to an intersection with the Northeasterly right of way line of the Chicago, South Shore and South Bend Railroad, the point of beginning, containing 2.041 acres.

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the remainders and reversions, rents, issues and profits thereof. Also, all the estate, right, title, interest, property, claim or demand whatsoever of the said E. I. duPont de Nemours and Company, in law, equity or otherwise howsoever, of, in or to the same and every part thereof; also all the right, title and interest of the said E. I. duPont de Nemours and Company herein in and to all agreements pertaining in any manner to any of the land hereby conveyed.

IN WITNESS WHEREOF, the said Grantor, E. I. duPont de Nemours and Company, has caused these presents to be signed in its corporate name by its Vice-president and its corporate seal to be hereunto affixed, this 30<sup>th</sup> day of November, 1928.

E. I. duPONT de NEMOURS AND COMPANY,

By:

*W. Allen*

Vice. President.

STATE OF DELAWARE       )  
                                  { SS.  
COUNTY OF NEW CASTLE    )

Be it remembered that on the 3<sup>rd</sup>  
day of November, 1928, before me, a notary public,  
in and for the county and state aforesaid, personally appeared  
Wm. P. Allen, Vice-president of E. I. duPont de  
Nemours and Company, and acknowledged the execution of the  
foregoing instrument on behalf of said corporation as the volun-  
tary act and deed of said corporation for the uses and purposes  
therein set forth.

Witness my hand and official seal.

J. H. Cassidy  
Notary Public.

East Chicago - 26

1.20

*we*  
*Need #1502*  
*79*  
*11/30/1928*  
WARRANTY DEED

E. I. duPONT de NEMOURS AND COMPANY

352335  
to

THE GRASELLI CHEMICAL COMPANY

East Chicago, Indiana

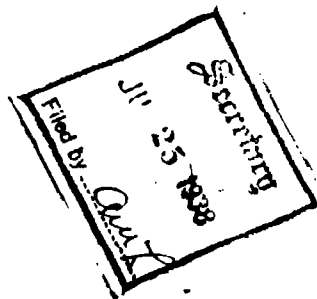
Received for Record  
*Dec 18* 1928, At *11*  
A.M. and Recorded in Record  
No. *433* Page *480*  
*William C Rose*  
Recorder Lake Co. Ind.

DULY ENTERED  
FOR TAXATION

DEC 18 1928

*W. C. Rose*  
ADULTOR. LAKE COUNTY

COMPARED



*12/18/28*  
*Dec 5*  
*620*

THIS INDENTURE WITNESSETH, That The Grasselli Chemical Company, a corporation of the State of Ohio, duly licensed to do business in the State of Indiana, conveys and warrants to E. I. duPont de Nemours and Company, a Delaware Corporation, duly licensed to do business in the State of Indiana, for the sum of Ten Dollars, the receipt of which is hereby acknowledged, all those certain tracts or parcels of land situate, lying and being in Sections 33 and 34, T 37 N R 9 W of the Second Principal Meridian, all in Lake County, Indiana, and more particularly described as follows:

Tract No. 1: Lot 2 in Section 33, Township 37 N R 9 W of the Second Principal Meridian, of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows:

Beginning at a stone at the Northwest corner of said Lot 2 which is likewise the Northwest corner of the South half of the Northeast quarter of said Section 33, and extending thence South  $88^{\circ}17'21''$  east 1318.87 feet to a point on the North line of the South half of the Northeast quarter of said Section 33; thence South  $0^{\circ}15'45''$  East 1381.9 feet to the center line of the Grand Calumet River; thence along the center line of the Grand Calumet River with the following courses: North  $75^{\circ}15'$  West 60 feet; North  $88^{\circ}28'30''$  West 186.5 feet; South  $83^{\circ}15'$  West 215.0 feet; South  $75^{\circ}25'$  West 116.0 feet; South  $60^{\circ}$  West 170.0 feet; South  $42^{\circ}$  West 120.0 feet; South  $39^{\circ}30'$  West 210.0 feet; South  $31^{\circ}$  West 294.0 feet; South  $10^{\circ}$  West 79.0 feet; South  $27^{\circ}30'$  West 248.0 feet; South  $36^{\circ}30'$  West 188.0 feet to the West line of the East half of said Section 33; thence North along said West line 2492.64 feet to the point of beginning, together with all riparian rights thereunto belonging;

EXCEPTING, HOWEVER,

(1) All that part of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, described as follows: Beginning at a point in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, said point being 45 feet South from the dividing line between the North and South halves of said Northeast quarter of said Section 33 and 50 feet West from the dividing line between the Northeast quarter and the Northwest quarter of said section and also being the Southeast corner of 151st St. and Kennedy Avenue, and extending thence South 421.916 feet parallel with and 50 feet East from the West line of the East half of Section 33; thence South  $73^{\circ}54'3''$  East 6.357 feet; thence North  $7^{\circ}16'34''$  East 425.313 feet; thence North  $88^{\circ}17'21''$  West 60 feet to the point of beginning, containing .0321 acres; and being the same tract conveyed by The Grasselli Chemical Company to Leon C. James by deed dated August 13, 1907 and of record in the office of the recorder of Lake County, in Book 128, page 220; and excepting also

(2) A triangular shaped parcel of land in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W, described as follows: Beginning at the point of intersection of the North line of said Southwest quarter of said Northeast quarter of said Section 33 and the South-easterly line extending Northeasterly of the triangular shaped parcel of land described in parcel "A", and running thence South 7°16'34" West 210 feet to a concrete monument; thence North 29°32'51" East 236.36 feet to a concrete monument on the North line of said Southwest quarter of said Northeast quarter of said Section 33; thence North 88°17'21" West along said North line 90 feet to the place of beginning, containing 0.216 acres; and being one of the same tracts conveyed by The Grassell Chemical Company to the Indiana Harbor Belt Railroad Company by deed dated January 16, 1908, and of record in the office of the Recorder of Lake County in Deed Book 136, page 60.

Said Tract No. 1 contains 49.972 acres.

Tract No. 2: Lot 1 in Section 33 T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northeast corner of the South half of the Northeast quarter of Section 33, and extending thence South 0°31'30" East 1322.9 feet; thence south 0°12'30" West 1169.4 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North 25°30' West 215.0 feet; North 34°30' West 291.0 feet; North 45° West 300.0 feet; North 49°39'30" West 306.6 feet; North 53° West 210.0 feet; North 63°40' West 215.0 feet; North 67°50' West 120.0 feet; North 75°15' West 150.0 feet to the West line of said Lot 1, being the East line of Lot 2 hereinabove conveyed as Tract No. 1; thence North 0°15'45" West 1381.9 feet to the North line of the South half of the Northeast quarter of said Section 33; thence South 88°17'21" East along said North line 1318.87 feet to the point of beginning, containing 53.639 acres; together with all the riparian rights thereunto belonging.

Tract No. 3: Lot 4 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 34, same being the Northeast corner of Lot 1 hereinabove conveyed in Tract No. 2, and extending thence South 88°44'53" East 1314.26 feet to a point; thence South 0°20'30" East 1322.64 feet to the East and West center line of said Section 34; thence South 0°1'30" West 2239.11 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses: South 80° West 63 feet; North 87° West 190 feet; North 75° West 230 feet; North 63° West 270 feet; North 56° West 210 feet; North 45° West 190 feet; North 36°9'30" West 188.7 feet; North 24°10' West 245 feet; North 15°15' West 300 feet to a point in the West line of Section 33, being the East line of Lot 1 herein

above conveyed in Tract No. 2; thence North 0°12'30" East 11694 feet to the East and West center line of said Section 34; thence North 0°31'30" West 1322.9 feet to the point of beginning, containing 100.225 acres; together with all riparian rights thereunto belonging.

✓ Tract No. 4: Lot 3 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence South 0°9'30" East 1705.89 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses; South 37° West 125 feet; South 72°10' West 150 feet; South 67°30' West 128 feet; South 65° West 120 feet; South 56° West 150 feet; South 59° West 177 feet; South 72°5' West 424.5 feet; South 80° West 146 feet to the West line of said Lot 3, being the East line of Lot 4 heretofore conveyed in Tract No. 3; thence North 0°1'30" East 2239.11 feet to the North line of Lot 3, being the East and West center line of said Section 34; thence East along said center line South 88°45'13" East 1310.03 feet to the point of beginning, containing 59.806 acres; together with all riparian rights thereunto belonging.

Tract No. 5: Lot 2 and that part of Lot 1 which lies South and West of the right of way of the Chicago, South Shore and South Bend Railroad in Section 34, T 37 N, R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U. S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence along the East and West center line of said Section South 88°46' East 1300.73 feet to the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right of way line of said railroad South 29°17'49" East 1557.42 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North 85°30' West 70 feet; North 89° West 380 feet; South 83°10' West 120 feet; South 75° West 415 feet; South 82°35' West 555.4 feet; South 74°30' West 320 feet; South 77° West 235 feet to the North and South center line of said Section 34, being the East line of Lot 3 above conveyed in Tract No. 4; thence North 0°9'30" West 1705.89 feet to the point of beginning, containing 58.176 acres, together with all riparian rights thereunto belonging.

✓ Tract No. 6: All that part of the North half of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and East of the right of way of the Indiana Harbor Belt Railroad and more particularly described as follows: Beginning at a stone at the Southeast corner of the North half of said Northeast quarter of said Section 33, being the Northeast corner of Lot 1 hereinabove conveyed in Tract No. 2, and extending thence along the South line of the North half of the Northeast quarter of said section North 88°17'21" West 2452.70 feet to a concrete monument on the Southeast right of way line of the Indiana Harbor Belt Railroad; thence along said Southeasterly right of way

line of said railroad North 40°25'4" East 304.78 feet to a concrete monument, the beginning of a curve to the right, having a radius of 817.2 feet; thence Northeasterly along said curve 768.85 feet to a concrete monument on the South right of way line of said railroad; thence along said South right of way line of said railroad South 88°9'27" East 1575.36 feet to a concrete monument on the East line of said Section 33; thence along said East line of said Section 33 South 0°31'30" East 561.36 feet to the point of beginning, containing 28.154 acres.

Tract No. 7: All that part of the North half of the Northwest quarter of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right of way of the Indiana Harbor Belt Railroad Company, being more particularly described as follows: Beginning at a stone at the Southwest corner of said North half of said Northwest quarter of said Section 34, being the Northeast corner of Lot 1 hereinabove conveyed in Tract No. 2, and extending thence North 0°31'30" West 561.36 feet to a concrete monument on the South right of way line of the Indiana Harbor Belt Railroad; thence along said South right of way line of said railroad South 88°44'12" East 1134.05 feet to a concrete monument on said South right of way line at the beginning of a curve to the right having a radius of 1407.7 feet; thence in a Southeasterly direction along said curve 841.57 feet to a concrete monument on the Southwesterly right of way line of said railroad; thence with said right of way line of said railroad South 54°29' East 562.30 feet to the South line of the North half of said Northwest quarter of said Section 34; thence with said South line North 88°44'53" West 2373.64 feet to the point of beginning, containing 24.958 acres.

Tract No. 8: All that part of the Southeast quarter of the Northwest quarter of Section 34, T 37 N, R 9 W, of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right of way of the Indiana Harbor Belt Railroad, being more particularly described as follows: Beginning at a stone in the center of said Section 34 and extending thence West along the East and West center line of said section North 88°45'13" West 1310.03 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 34; thence North 0°20'30" West 1322.64 feet to the North line of said Southeast quarter of said Northwest quarter of said Section 34; thence East along said North line South 88°44'53" East 1059.38 feet to the Southwesterly right of way line of the Indiana Harbor Belt Railroad; thence along said Southwesterly right of way line South 54°29' East 313.66 feet to the North and South center line of said Section 34; thence along said North and South center line South 0°9'30" East 1145.75 feet to the center of said Section 34, the place of beginning, containing 39.307 acres.

Tract No. 9: All that part of the Northeast quarter of Section 34, T 37 N, R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South of the right of way of the Indiana Harbor Belt Railroad and Southwest of the right of way of the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence North 0°9'30" West 1145.75 feet to a concrete monument on the Southwesterly



right of way line of the Indiana Harbor Belt Railroad; thence with said Southwesterly right of way line of said railroad South 54°29' East 309.5 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence along said right of way on said curve to the left 491.02 feet to a point; thence still along said right of way South 73°47' East 147.88 feet to a concrete monument at the intersection of the Southwesterly right of way line of the Indiana Harbor Belt Railroad and the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right of way line of said railroad on a curve to the right having a radius of 2838.43 feet, 522.8 feet to the point of tangent; thence still along said Southwesterly right of way line of said railroad South 29°17'49" East 354.97 feet to the East and West center line of said Section 34; thence along said East and West center line of said Section 34 North 88°46' West 1300.73 feet to the center of said Section 34, the place of beginning;

EXCEPTING, HOWEVER

the following parcel of land: Beginning at the intersection of the East and West center line of Section 34, T 37 N R 9 W of the Second Principal Meridian and the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad; thence in a Northwesterly direction along the Southwesterly right of way of the Chicago, South Shore and South Bend Railroad a distance of 877.77 feet, more or less, to the intersection of the right of way line of the Indiana Harbor Belt Railroad Company, which is the real point of beginning, and extending thence in a Southeasterly direction along the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad, a distance of 400 feet; thence in a Northwesterly direction on a 5°45' curve, a distance of 545 feet, more or less, to its intersection with the South right of way line of the Indiana Harbor Belt Railroad; thence Easterly along the South right of way line of the Indiana Harbor Belt Railroad, a distance of 165 feet more or less, to the intersection of the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad, being the point of beginning of the above described piece of land containing 0.19 acre, more or less, all in the Northeast quarter of Section 34, T 37 N R 9 W in Lake County, Indiana, and is the same land as was conveyed to Chicago, South Shore and South Bend Railroad Company by deed dated October 2, 1928.

The acreage of said Tract No. 9 is 21.178 acres, more or less.

Tract No. 10: All those certain parcels of land in the Northwest and Northeast quarters of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which are bounded on the North and East by the rights of way of the Elgin, Joliet and Eastern Railroad, and the Chicago, South Shore and South Bend Railroad, and on the South and West by the right of way of the Indiana Harbor Belt Railroad, said parcels being more particularly described as follows:

Parcel (a): A parcel of land in the North half of the Northwest quarter of said Section 34 described as follows: Be-

ginning at the intersection of the South line of the North half of the Northwest quarter of said section and the North and South center line of said section, and extending thence along said South line North 88°44'53" West 166.07 feet to the intersection of the Northeasterly right of way line of the Indiana Harbor Belt Railroad; thence along said Northeasterly right of way line of said railroad North 54°29' West 635.69 feet to the beginning of a curve to the left having a radius of 1457.7'; thence along said Northeasterly right of way line on said curve to the left 871.46 feet to the intersection of the said right of way line with the South right of way line of the Elgin, Joliet and Eastern Railroad; thence along said South right of way line of said railroad South 88°44'12" East 659.72 feet to the beginning of a curve to the right having a radius of 905.4 feet; thence still along the South right of way line of said railroad upon said curve to the right 112.37 feet to the intersection of said curve with the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right of way line of said railroad South 54°27'4" East 893.13 feet to the East line of the Northwest quarter of said Section 34; thence along said East line of said Northwest quarter of said Section 34 South 0°9'30" East 97.96 feet to the point of beginning, containing 4.599 acres.

Parcel (b): A parcel of land in the Northeast corner of the South half of the Northwest quarter of Section 34, T 37 N R 9 W described as follows: Beginning at the intersection of the South line of the North half of the Northwest quarter of said Section 34 with the North and South center line of said section, said point being corner to Parcel (a) of Tract No. 10 hereinabove described, and extending thence along said North and South center line of said Section 34 South 0°9'30" East 115.10 feet to its intersection with the Northeasterly right of way line of the Indiana Harbor Belt Railroad; thence Northwesterly along said Northeasterly right of way line of said railroad North 54°29' West 204.37 feet to the South line of the North half of the Northwest quarter of said Section 34; thence along said South line South 88°44'53" East 166.07 feet to the place of beginning, containing 0.219 acres.

Parcel (c): A parcel of land in the Northeast quarter of Section 34, T 37 N R 9 W, described as follows: Beginning at the intersection of the Southwesterly right of way line of the Chicago, South Shore and South Bend Railroad with the North and South center line of said Section 34, said point being corner to Parcel (a) of Tract No. 10 hereinabove described, and extending thence along said Southwesterly right of way line of said railroad South 54°27'4" East 375.53 feet to the beginning of a curve to the right having a radius of 2838.43 feet; thence still along said Southwesterly right of way line of said railroad upon said curve to the right 631.66 feet to an intersection with the Northeasterly right of way line of the Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right of way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 474.18 feet to the point of tangent; thence still along said Northeasterly right of way line of said railroad North 54°29' West 345.4 feet to an intersection with the North and South center line of said Section 34; thence along said center line of said Section 34 North 0°9'30" West 213.06 feet to the point of beginning, con-

taining 2.978 acres.

All the three parcels of Tract No. 10 herein conveyed contain 7.796 acres.

Tract No. 11: A narrow irregular shaped strip of land in the Northeast quarter of Section 34, T 37 N R 9 W, which is bounded on the North and East by the right of way for the pipe line of the Indiana Natural Gas & Oil Company and on the South and West by the rights of way of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at the intersection of the Northeasterly rights of way lines of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, as same are now surveyed and located in said Section 34, and extending thence in a Northwesterly direction along said Northeasterly right of way line of said Chicago, South Shore and South Bend Railroad, upon a curve to the left, having a radius of 2904.43 feet, 749.73 feet; thence still along said Northeasterly right of way line of said railroad North 54°27'4" West 422.97 feet to a point; thence North 0°9'30" West 10.15 feet to a point in the Southwesterly right of way line of the Indiana Natural Gas & Oil Company; thence along said right of way of said company South 54°27'4" East 2326.52 feet to the beginning of a curve to the left, having a radius of 1432.5 feet; thence along said curve in a Southeasterly direction 197.53 feet to the intersection of said Southwesterly right of way line of said Indiana Natural Gas & Oil Company with the Northeasterly right of way line of said Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right of way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 377.83 feet to a point; thence still along said Northeasterly right of way line of said railroad North 54°27'4" West 539.03 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence still along said Northeasterly right of way line of said railroad in a Northwesterly direction upon said curve to the left 448.33 feet to an intersection with the Northeasterly right of way line of the Chicago, South Shore and South Bend Railroad, the point of beginning, containing 2.041 acres.

It is the intention of The Grasselli Chemical Company to convey to E. I. duPont de Nemours and Company by this deed all of The Grasselli Chemical Company's rights, title and interest in and to any and all real property located in the County of Lake, State of Indiana.

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the remainders and reversions, rents, issues and profits thereof. Also, all the estate, right, title, interest, property, claim or demand whatsoever of the said The Grasselli Chemical Company, in law, equi-

ty or otherwise howsoever, of, in or to the same and every part thereof; also all the right, title and interest of the said The Grasselli Chemical Company herein in and to all agreements pertaining in any manner to any of the land hereby conveyed, or owned by it in Lake County, Indiana.

IN WITNESS WHEREOF the said Grantor, The Grasselli Chemical Company, has caused these presents to be signed in its corporate name by its vice president and its corporate seal to be hereunto affixed, this 30th day of November, 1928.

THE GRASSELLI CHEMICAL COMPANY,

By: [Signature]

President.

STATE OF OHIO )

COUNTY OF CUYAHOGA )

SS.

Be it remembered that on the 30th day of November, 1928, before me, a notary public, in and for the county and state aforesaid, personally appeared A. C. Bailey, vice president of The Grasselli Chemical Company, and acknowledged the execution of the foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: Feb 1, 1931

[Signature]  
Notary Public.

File with Deed # 1502.

*Call*

*10/14/1928*

35.108

WARRANTY DEED

11/30/1928

THE GRASSELLI CHEMICAL COMPANY

**COMPARED**  
to

E. I. duPONT de NEMOURS AND COMPANY

East Chicago, Ind.

Received for Record

*Dec 11* 1928, At *10*

*a* M. and R. corded in Record

No. *433* Page *254*

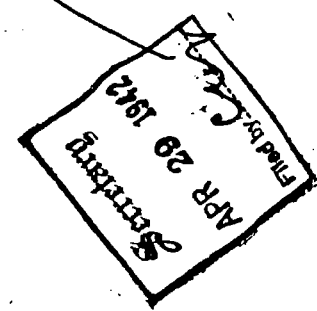
*William C. Rose*

DULY ENTERED  
FOR TAXATION

DEC 11 1928

*W. C. Rose*

AUDITOR, LAKE COUNTY



*12/1/28*

*Rec 45 Dec 11 1928*

WHEREAS, The Grasselli Chemical Company, an Ohio corporation, herein called "OHIO GRASSELLI", has this day conveyed unto E. I. duPont de Nemours and Company, a Delaware corporation, herein called "duPONT", property described in that certain agreement of January 17, 1908, made and entered into by and between Indiana Harbor Belt Railroad Company and OHIO GRASSELLI and has agreed to convey to duPONT all of its right, title and interest in and to the said agreement:

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid to it by duPONT, OHIO GRASSELLI does hereby sell, assign, transfer and set over unto duPONT all of its right, title and interest in, to, under and by virtue of the said agreement of January 17, 1908, subject, however, to the obligations imposed upon OHIO GRASSELLI by the terms of said agreement.

Dated this 30th day of November, 1928.

THE GRASSELLI CHEMICAL COMPANY,  
(Ohio Corporation)

By:

*E. N. Furst*

Vice President.

WHEREAS, E. I. duPont de Nemours and Company, a Delaware corporation, herein called "duPONT", has this day conveyed unto The Grasselli Chemical Company, a Delaware corporation, herein called "DELAWARE GRASSELLI", property described in that certain agreement of January 17, 1908, made and entered into by and between Indiana Harbor Belt Railroad Company and The Grasselli Chemical Company, an Ohio corporation, and has agreed to convey to DELAWARE GRASSELLI all of its right, title and interest in and to the said agreement:

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid to it by DELAWARE GRASSELLI, duPONT does hereby sell, assign, transfer and set over unto DELAWARE GRASSELLI all of its right, title and interest in, to, under and by virtue of the said agreement of January 17, 1908, subject, however, to the obligations imposed upon The Grasselli Chemical Company, an Ohio corporation, by the terms of said agreement.

Dated this 30th day of November, 1928.

E. I. duPONT de NEMOURS AND COMPANY,

By:

*A. Felix duPont*

Vice President.

MHM:MC

*1. Anna K. Hocking*

THIS INDENTURE WITNESSETH; That The Grasselli Chemical Company, a corporation organized under the laws of the State of Delaware, duly authorized to do business in the State of Indiana, of Lake County and State of Indiana, CONVEYS AND WARRANTS to Chicago, South Shore and South Bend Railroad, a corporation organized under the laws of the State of Indiana, of Lake County and State of Indiana, for the sum of Ten (\$10.00) Dollars and other valuable considerations, the following real estate, in Lake County, in the State of Indiana, to-wit:

Part of the Northeast Quarter of Section 34, Township 37 North, Range 9 West of the 2nd. P. M., Lake County, Indiana, described as follows:

Beginning at the point of intersection of the southwesterly line of the right of way of the Chicago, South Shore and South Bend Railroad with the southerly line of the right of way of the Indiana Harbor Belt Railroad, said point being 882.57 feet, more or less, northwesterly along said right of way line of the Chicago, South Shore and South Bend Railroad from the south line of the Northeast Quarter of said Section 34; running thence southeasterly on said southwesterly line of the right of way of said Chicago, South Shore and South Bend Railroad on a curve having a radius of 2331.93 feet, and being convex to the northeast, and being tangent at this point to a line making an angle of  $34^{\circ} 10' 13''$  to the right with said right of way line of the Indiana Harbor Belt Railroad 330 feet; thence northwesterly on a curve to the left of 293.97 feet radius, convex on the northeasterly side thereof, 469.8 feet, more or less, to a point on the southerly line of the right of way of said Indiana Harbor Belt Railroad, which is 100.13 feet westerly measured along said right of way line from the southwesterly line of the right of way of the Chicago, South Shore and South Bend Railroad; thence easterly on the southerly line of the right of way of said Indiana Harbor Belt Railroad 100.13 feet to the place of beginning, containing 0.19 of an acre.

IN WITNESS WHEREOF, the said The Grasselli Chemical Company has caused its corporate seal to be hereto affixed and its name to be signed to these presents by its Vice President and attested by its Secretary this 4th day of May, A. D. 1930.

ATTEST:

THE GRASSELLI CHEMICAL COMPANY,

By:

J. H. Mansfield  
Its Vice President.

[Signature]  
Its Secretary.

STATE OF OHIO )  
 ) SS.  
COUNTY OF CUYAHOGA )

Personally appeared before me, a notary public in and for said county and state W. P. Mansfield, vice president of The Grasselli Chemical Company, and W. M. Lusk, secretary of The Grasselli Chemical Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such vice president and \_\_\_\_\_ secretary, respectively, and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of The Grasselli Chemical Company, for the uses and purposes therein set forth and that the said W. M. Lusk, secretary of The Grasselli Chemical Company, did then and there acknowledge that as custodian of the corporate seal of said The Grasselli Chemical Company he did affix its corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of The Grasselli Chemical Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of May, A. D. 1930.

W. J. Collins  
Notary Public.

My Commission expires: February 1, 1931.

M. J. COLLINS  
NOTARY PUBLIC  
CUYAHOGA COUNTY, OHIO  
MY COMMISSION EXPIRES:  
FEBRUARY 1, 1931



MAY 12 PM 2 24

421450

WARRANTY DEED

*J.W. Grinn-Supt.  
Grasselli Chemical Co.  
East Chicago, Indiana*

AND RECORDED IN  
BOOK 461 PAGE 407

BESSIE B. ROSS RECORDER

THIS INDENTURE WITNESSETH That Chicago South Shore

and South Bend Railroad, a corporation organized under the laws of the State of Indiana, of Lake County and State of Indiana, conveys and warrants to The Grasselli Chemical Company, a Delaware corporation, duly authorized to do business in the State of Indiana, of Lake County and State of Indiana, for the sum of Ten (\$10.00) Dollars and other valuable considerations, the following real estate, in Lake County, in the State of Indiana, to-wit:

Beginning at the intersection of the east and west center line of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian and the southwesterly right of way line of the Chicago South Shore and South Bend Railroad; thence in a northwesterly direction along the Southwesterly right of way of the Chicago South Shore and South Bend Railroad a distance of 877.77 ft. more or less, to the intersection of the right of way line of the Indiana Harbor Belt Railroad, being the point of beginning of the property more particularly described as follows:

Beginning at the intersection of the south right of way line of the Indiana Harbor Belt Railroad and the southwesterly right of way line of the Chicago South Shore and South Bend Railroad thence in southeasterly direction along the southwesterly right of way line of the Chicago South Shore and South Bend Railroad a distance of 400 feet, thence in a northwesterly direction on a 5°45' curve a distance of 545 feet more or less to the intersection with the south right of way line of the Indiana Harbor Belt Railroad; thence easterly along the south right of way of the Indiana Harbor Belt Railroad a distance of 165' more or less, to the intersection of the southwesterly right of way line of the Chicago South Shore and South Bend Railroad, being the point of beginning of the above described piece of land, containing .19 acre, more or less, all in the northeast quarter, Section 34, Township 37 North, Range 9 West, in Lake County, Indiana.

IN WITNESS WHEREOF, the said Chicago, South Shore and South Bend Railroad Company has caused its corporate seal to be hereto affixed and its name to be signed to these presents by its Vice President and attested by its Secretary, this

20th day of APRIL, 1930.

CHICAGO SOUTH SHORE AND SOUTH BEND  
RAILROAD COMPANY

By:

*William G. Lawrence*  
Vice President

Attest:

*[Signature]*  
Secretary

DULY ENTERED  
FOR TAXATION

MAY 18 1930

LAKE COUNTY

WRS

EAST CHICAGO - #26.10

Need #1502

579/1930.

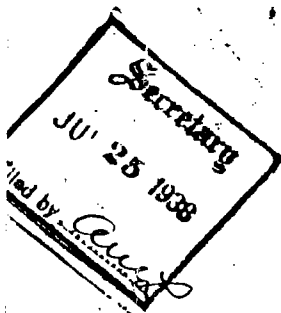
WARRANTY DEED

from

CHICAGO SOUTH SHORE AND SOUTH  
BEND RAILROAD COMPANY

to

THE GRASSELLI CHEMICAL COMPANY



**COMPARED**

*F*  
Rec. 120 / 40  
ca

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH: That The Grasselli Chemical Company, a corporation duly organized under the laws of the State of Delaware, and duly authorized to transact business in the State of Indiana, conveys and quit-claims to Indiana Harbor Belt Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Indiana \_\_\_\_\_, for the sum of One Dollar (\$1.00) and other valuable and sufficient considerations, the receipt of which is hereby acknowledged, the following described real estate situated in the City of East Chicago, Lake County, Indiana, to-wit:

Parcel No. 1: A triangular shaped parcel of land situated in the North One-half (N-1/2) of the Northeast One-quarter (NE-1/4) of Section Thirty-Three (33), Township Thirty-Seven North (37 N), Range Nine (9) West of the Second Principal Meridian (2nd P. M.), more particularly described as follows:

From the Northeast corner of the said Northeast One-quarter (NE-1/4) of Section Thirty-Three (33), measure southerly along the east line of the said Northeast One-quarter (NE-1/4) of Section Thirty-Three (33) a distance of seven hundred sixty-one and forty-five one-hundredths feet (761.45') to the point of beginning; thence westerly along a line which is parallel to and distant one hundred feet (100') southerly by rectangular measurement from the south line of the North one-half (N-1/2) of the North One-half of the Northeast One-quarter (NE-1/4) of said Section Thirty-Three (33), a distance of one thousand five hundred seventy-five and thirty-six one-hundredths feet (1575.36') to a concrete monument which is twenty-five feet (25') south, by rectangular measurement, from the center line of the Indiana Harbor Belt Railroad track, as located; thence easterly on a straight line a distance of one thousand five hundred seventy-five and thirty-eight one-hundredths feet (1575.38'), more or less, to a point in the said east line of the Northeast One-quarter (NE-1/4) of Section Thirty-Three (33) said point being distant seven hundred sixty-two and ten one-hundredths feet (762.10') southerly from the said Northeast corner of the Northeast One-quarter (NE-1/4) of Section Thirty-Three (33), measured along said east line; thence northerly along the said Easterly line a distance of sixty-five one-hundredths (0.65') to the point of beginning, containing twelve one-thousandths acres (0.012), more or less, and shown outlined in red on Indiana Harbor Belt Railroad Company's Plan No. 11111 dated December 12, 1929, hereto attached and made a part hereof.

Parcel No. 2: An irregular shaped parcel of land in the Northwest One-Quarter (NW-1/4) of Section Thirty-Four (34), Township Thirty-Seven North (37 N), Range Nine (9), West of the Second Principal Meridian (2nd P.M.), more particularly described

*Description O.K.  
E.J. Offelt  
6/30/1930*

STATE OF <sup>Indiana</sup> INDIANA ( ) SS  
Cook }  
LAKE COUNTY }

Personally appeared before me, a notary public in and for said county and state, William A. Sawyer, President of Chicago South Shore and South Bend Railroad Company, and B. P. Pearson, Secretary of Chicago South Shore and South Bend Railroad Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of Chicago South Shore and South Bend Railroad, for the uses and purposes therein set forth and that the said B. P. Pearson, Secretary of Chicago South Shore and South Bend Railroad Company did then and there acknowledge that as custodian of the corporate seal of said Chicago South Shore and South Bend Railroad Company he did affix its corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of Chicago South Shore and South Bend Railroad Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of April, A. D., 1930.

B. P. Pearson  
Notary Public



My Commission Expires May 21, 1933.

as follows:

From the Northwest corner of said Northwest One-quarter (NW-1/4) of Section Thirty-Four (34) measure southerly along the westerly line of said Northwest One-quarter (NW-1/4) a distance of seven hundred sixty-one and forty-five one-hundredths feet (761.45') to the point of beginning; thence easterly along a line which is parallel to and distant one hundred feet (100') southerly by rectangular measurement from the south line of the North One-half (N-1/2) of the North One-half (N-1/2) of the Northwest One-quarter (NW-1/4) of said Section Thirty-four (34), a distance of one thousand one hundred thirty-four and five one-hundredths feet (1134.05') to a point of curvature; thence southeasterly along the arc of a curve convex to the Northeast having a radius of one thousand four hundred seven and seven-tenths feet (1407.7'), a distance of eight hundred forty-one and fifty-seven one-hundredths feet (841.57') to a point of tangency, said point of tangency being in a line which is parallel to and distant Three hundred five and sixty one-hundredths feet (305.60') southwesterly by rectangular measurement from the center of the pipe line of the Indiana Natural Gas and Oil Company; thence continuing southeasterly along the last described parallel line a distance of twenty-two and seventy-eight one-hundredths feet (22.78') to a point; thence northwesterly along the arc of a curve convex to the northeast having a radius of one thousand four hundred seven and seven-tenths feet (1407.7') and whose long chord makes an angle of sixteen degrees, forty-nine minutes and thirty-four seconds (16°49'34") with the last described course, a distance of eight hundred twenty-six and eighty one-hundredths feet (826.80') to a point of tangency in a line which is parallel to and distant one hundred feet (100') southerly by rectangular measurement from the center line of the Elgin, Joliet and Eastern Railway Company's track as now established; thence westerly along the last described parallel line which is tangent to the last described curve at said point of tangency a distance of one thousand one hundred sixty-seven and sixty-nine one-hundredths feet (1167.69') more or less, to a point in the said West line of the Northwest One-quarter (NW-1/4) of Section Thirty-Four, said point being distant seven hundred sixty-two and ten one-hundredths feet (762.10') southerly from the said Northwest corner of the Northwest One-quarter (NW-1/4) of Section Thirty-four (34), measured along the said westerly line; thence northerly along the said westerly line a distance of sixty-five one-hundredths feet (0.65') to the point of beginning, containing three hundred two one-thousandths acres (0.302), more or less, and shown outlined in yellow on Indiana Harbor Belt Railroad Company's Plan No. 11111, dated December 12, 1929, hereto attached and made a part hereof.

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by E. C. Thompson, its Vice President, and attested by OMH Hook,

its \_\_\_\_\_ Secretary, this 3rd day of July, A. D.  
1930.

THE GRASSELLI CHEMICAL COMPANY,

By: E. C. Thompson  
Vice President.

Attest:

O. M. Hook  
Secretary.

STATE OF OHIO

COUNTY OF CUYAHOGA

} SS.

Be it remembered that on the 3rd  
day of July, 1930, before me a notary public in and for said  
county and State, personally appeared E. C. Thompson  
Vice President of The Grasselli Chemical Company, and acknow-  
ledged the execution of the foregoing instrument for and on be-  
half of said corporation, and as the voluntary act and deed of  
said corporation, and also personally appeared O. M. Hook  
Secretary of said corporation, and ack-  
nowledged the execution of the foregoing instrument as such  
secretary, and acknowledged that the seal affixed to  
said deed is the corporate seal of said corporation. That said  
deed is executed for and on behalf of said corporation.

Witness my hand and notarial seal.

M. J. Collins  
Notary Public.

My commission expires:

M. J. COLLINS  
NOTARY PUBLIC  
CUYAHOGA COUNTY, OHIO  
MY COM. EXPIRES  
FEBRUARY 1, 1931

The State of Ohio }  
Cuyahoga County } ss.



I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of  
Cuyahoga County, aforesaid,

Do hereby Certify that, M. J. Collins

before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date  
thereof a NOTARY PUBLIC, in and for said County, duly authorized by the  
laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of  
deeds or conveyances for land, tenements or hereditaments situated and lying in said State  
of Ohio, and further that I am well acquainted with his handwriting and believe his sig-  
nature thereto is genuine, and that the annexed instrument is executed according to the  
laws of the State of Ohio.

Commission expires Feb 1 - 1931

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court,  
at Cleveland, Ohio, this 9 day of July A. D. 1930

No. **G 1190**

Clerk

2021  
3334

N. Line N.E. 1/4 Sec. 35-37-9

N. Line N.W. 1/4 Sec. 34-37-9



N. 1/2 N.E. 1/4 Sec. 35 - T.37 N. - R.9 W. of 2nd P.M.

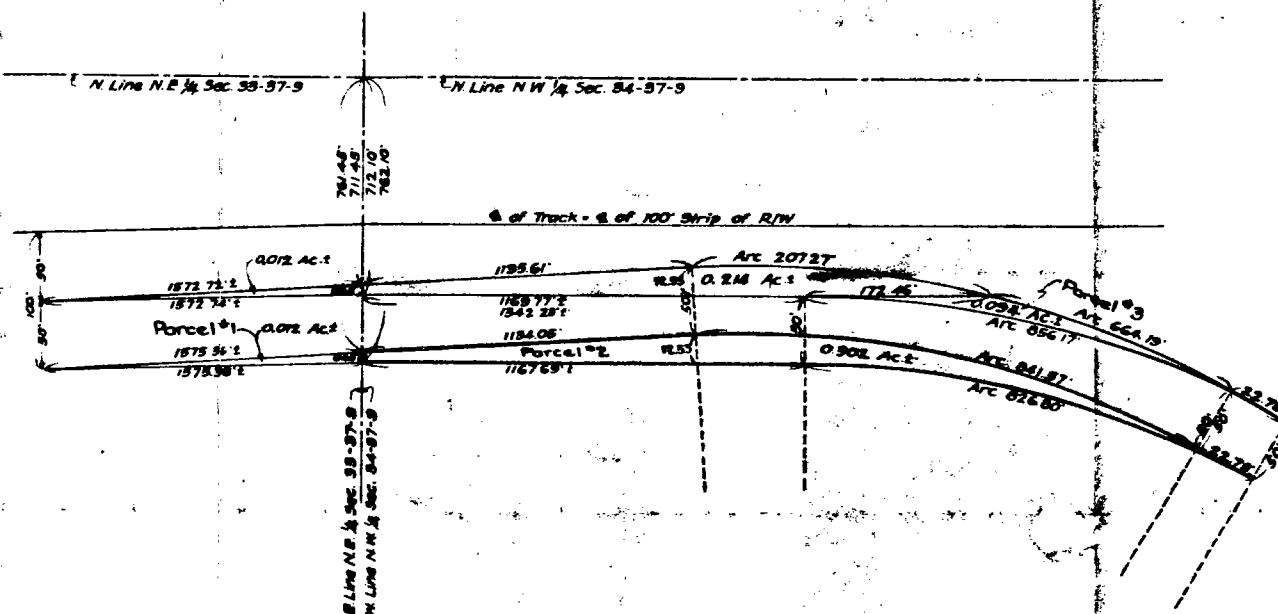
N. 1/2 N.W. 1/4 Sec. 34 - T.37 N. - R.9 W. of 2nd P.M.

THE GRASSELLI CHEMICAL CO.

THE GRASSELLI CHEMICAL CO.

E. Line N.E. 1/4 Sec. 33-37-9  
W. Line N.W. 1/4 Sec. 34-37-9

CITY OF EAST CHICAGO  
NORTH TOWNSHIP



EXPLANATORY DIAGRAM.  
Not to Scale.

INDIANA HARBOR BELT RAILROAD	
EXCHANGE OF LAND	
LOCATION	CUDARY, INDIANA
Office of Chief Engineer, U.S. YARDS, CHICAGO, ILLINOIS	
DATE: December 12, 1929	SCALE - 1"=200'
FILE - 13-2	
NO. - 1111	



line of the north one-half (N.1/2) of the northwest one-quarter (N.W.1/4) of said Section thirty-four (34), six hundred fifty-nine and seventy-two hundredths (659.72) feet to a point; thence southeasterly along a curve, said curve being concave to the south, having a radius of nine hundred five and four-tenths (905.4) feet, and the tangent to said curve at the last described point making an angle of one degree nineteen minutes and thirty-nine seconds ( $1^{\circ}19'39''$ ) to the right of the last described line produced, for a distance of one hundred four and fifteen hundredths (104.15) feet to a point on the southwesterly right-of-way line, produced, of the Chicago, South Shore and South Bend Railroad, said right-of-way line being also the northeasterly property line of the said The Grasselli Chemical Company; thence southeasterly along said right-of-way line, produced, said line making a southeasterly angle of twenty-six degrees, twenty minutes and forty seconds ( $26^{\circ}20'40''$ ) to the tangent to the last described curve at the end of the curve, for a distance of thirty-five and twenty-six hundredths (35.26) feet to a point, said point being fifty (50) feet southerly of the center line of the said main track of the said Elgin, Joliet and Eastern Railway Company, as now located, as measured at right angles thereto; thence northwesterly and westerly along a curve, the tangent to said curve at the last described point making a southeasterly angle of twenty-six degrees, twenty minutes and forty-seven seconds ( $26^{\circ}20'47''$ ) with the last described line, and said curve being concave to the south and having a radius of nine hundred five and thirty-seven hundredths (905.37) feet, for a distance of one hundred fifteen and thirty-nine hundredths (115.39) feet, to a point at the end of the curve, said curve being parallel to and fifty (50) feet distant from, as measured at right angles thereto, the said center line of the said main track of the said Elgin, Joliet and Eastern Railway Company; thence westerly along a line, tangent to said curve at the end of the curve and parallel to and fifty (50) feet southerly of the said center line of the said main track of the said Elgin, Joliet and Eastern Railway Company, four hundred seventy and eighty-six hundredths (470.86) feet, to a point; thence northwesterly and westerly along a curve the tangent to the said curve at the last described point making a southeasterly angle of seven degrees, thirty-two minutes and forty-five seconds ( $7^{\circ}32'45''$ ) with the last described line at the last described point, and said curve being concave to the south and having a radius of one thousand four hundred fifty-seven and seven-tenths (1457.7) feet, for a distance of one hundred seven and twenty-seven hundredths (107.27) feet to the point of beginning, containing two hundred fifty thousandths (0.250) feet more north to east.

The property herein described is a part of the right-of-way of the Elgin, Joliet and Eastern Railway Company.

IN WITNESS WHEREOF the said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by W. H. H. H. H. its President and attested by W. H. H. H. its Secretary this 11th day of November A. D. 1930.

THE GRASSELLI CHEMICAL COMPANY,  
a corporation,

By \_\_\_\_\_  
President

ATTEST:

STATE OF OHIO

COUNTY OF Cuyahoga

)  
SS

I, W. H. H. H. a Notary Public in and for said County, do hereby certify that W. H. H. H. personally known to me to be the President of the Grasselli Chemical Company, a corporation, and W. H. H. H. personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Executive Committee of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purpose and to the effect aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of November A. D. 1930.

Notary Public

The State of Ohio  
Cuyahoga County

ss.

I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid,

Do hereby Certify that,

before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio.

Commission expires \_\_\_\_\_

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court.



## THIS INDENTURE, W I T N E S S E T H:

That the Grantor, THE GRASSELLI CHEMICAL COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Indiana, for the consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, and pursuant to authority given by the Executive Committee of said corporation, conveys and quit claims unto the ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the States of Illinois and Indiana, the following described real estate situated in the north one-half (N.1/2) of the northwest quarter (N.W.1/4) of Section thirty-four (34), Township thirty-seven (37) North, Range nine (9) West of the Second Principal Meridian in the City of East Chicago, Lake County, State of Indiana, more particularly described as follows, to-wit:

Commencing at a stone monument at the north-westerly corner of the northwest one-quarter (N.W.1/4) of said Section thirty-four (34); thence southerly along the west line of Section thirty-four (34) six hundred sixty-one and forty-five hundredths (661.45) feet to a point, said point being on the east and west center line of the north one-half (N.1/2) of the Northwest one-quarter (N.W.1/4) of said Section thirty-four (34); thence easterly along the said center line of said north one-half (N.1/2) of said Northwest one-quarter (N.W.1/4) of said Section thirty-four (34), said center line making a northeasterly angle of ninety-one degrees, forty-seven minutes and eighteen seconds (91°47'18") with the said west line of said Section thirty-four (34) for a distance of one thousand one hundred thirty-seven and seventeen hundredths (1137.17) feet to a point; thence southerly at right angles to the last described course fifty (50) feet to the true point of beginning; thence easterly along a line at right angles to the last described line, said line being perpendicular to and fifty (50) feet southerly of the said center

448968

BOOK 473 PAGE 167

QUIT-CLAIM DEED

*Grasselli Chemical Co  
call*

THIS INDENTURE WITNESSETH: That Indiana Harbor Belt Railroad Company, a corporation duly organized under the laws of the State of Indiana conveys and quit-claims to The Grasselli Chemical Company, a corporation duly organized under the laws of the State of Delaware, and duly authorized to transact business in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable and sufficient considerations, the receipt of which is hereby acknowledged, the following described real estate, to-wit:

An irregular shaped parcel of land situated in the Northwest Quarter (NW-1/4) of Section Thirty-Four (34), Township Thirty-Seven North (37 N), Range Nine (9) west of the Second Principal Meridian (2nd P.M.) in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

From the Northwest corner of said Section Thirty-Four (34) measure southerly along westerly line of said Northwest One-quarter a distance of seven hundred twelve and ten one-hundredths feet (712.10') to a point in a line which is parallel to and distant fifty feet (50') southerly by rectangular measurement from the center line of the Elgin, Joliet & Eastern Railway Company tracks as now established; thence easterly along the said parallel line a distance of one thousand one hundred sixty-nine and seventy-seven one-hundredths feet (1169.77') to a point of curvature which is also the point of beginning; thence southeasterly along the arc of a curve convex to the Northeast and having a radius of one thousand four hundred fifty-seven and seven-tenths feet (1457.7') a distance of eight hundred fifty-six and seventeen one-hundredths feet (856.17') to a point in a line which is parallel to and distant two hundred fifty-five and sixty one-hundredths feet (255.60') southwesterly from the center of the pipe line of the Indiana Natural Gas and Oil Company; thence northwesterly along the last described parallel line a distance of twenty-two and seventy-eight one-hundredths feet (22.78') to a point of curvature; thence northwesterly along the arc of a curve convex to the Northeast, having a radius of one thousand four hundred fifty-seven and seven-tenths feet (1457.7') a distance of six hundred sixty-four and nineteen one-hundredths feet (664.19') to a point of intersection with the said fifty foot (50') parallel line; thence westerly along the said fifty foot (50') parallel line a distance of one hundred seventy-two and forty-six one-hundredths feet (172.46') to the point of beginning, containing ninety-four one-thousandths acres (0.094) more or less, and shown outlined in black on Indiana Harbor Belt Railroad Company's Plan No. 11111, dated December 12, 1929, hereto attached and made a part hereof.

*Description O.K.  
E. J. Affelt  
6/30/1930*

*OK*

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by P.E. CROWLEY, its ~~Vice~~ President, and attested by E.F. STEPHENSON, its Secretary, this 28<sup>th</sup> day of November, A. D. 1930.

INDIANA HARBOR BELT RAILROAD COMPANY,  
 BY: [Signature] President.  
 Attest: [Signature] Secretary.

STATE OF NEW YORK )  
 COUNTY OF NEW YORK ) SS.

Be it remembered that on the 28<sup>th</sup> day of November, 1930, before me a notary public in and for said county and state, personally appeared P.E. CROWLEY, President of Indiana Harbor Belt Railroad Company, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation, and as the voluntary act and deed of said corporation, and also personally appeared E.F. STEPHENSON, Secretary of said corporation, and acknowledged the execution of the foregoing instrument as such secretary, and acknowledged that the seal affixed to said deed is the corporate seal of said corporation. That said deed is executed for and on behalf of said corporation.

Witness my hand and notarial seal.

[Signature]  
 Notary Public

My commission expires: March 30, 1931.

STATE OF INDIANA | SS. NO.  
 LAKE COUNTY  
 FILED FOR RECORD

NOTARY PUBLIC, WESTCHESTER COUNTY, N. Y.  
 CERTIFICATE FILED IN NEW YORK COUNTY CLERK'S No. 2177  
 REGISTER'S No. 1542A  
 MY COMMISSION EXPIRES MARCH 30, 1931

1931 FEB 2 PM 2 52

N. Line N.E. 1/4 Sec. 33-37-9

20 21  
33 34

761.45  
712.45  
712.10  
762.10

NYC RR

Present E of EJ & ERY Track

S Line N 1/2 N 1/2 NE 1/4 Sec 33-37-9

Present E of E

50.11

100'

1135.6

INDIANA

HARBOR

1572.72 ±  
1572.72 ±  
1575.96 ±  
1575.38 ±

BELT

R

R

1152.0  
1167

Parcel #1

N 1/2 N.E. 1/4 Sec. 33 - T.37 N. - R. 9 W. of 2nd P.M.

N 1/2 N.W. 1/4

Sec. 33-37-9

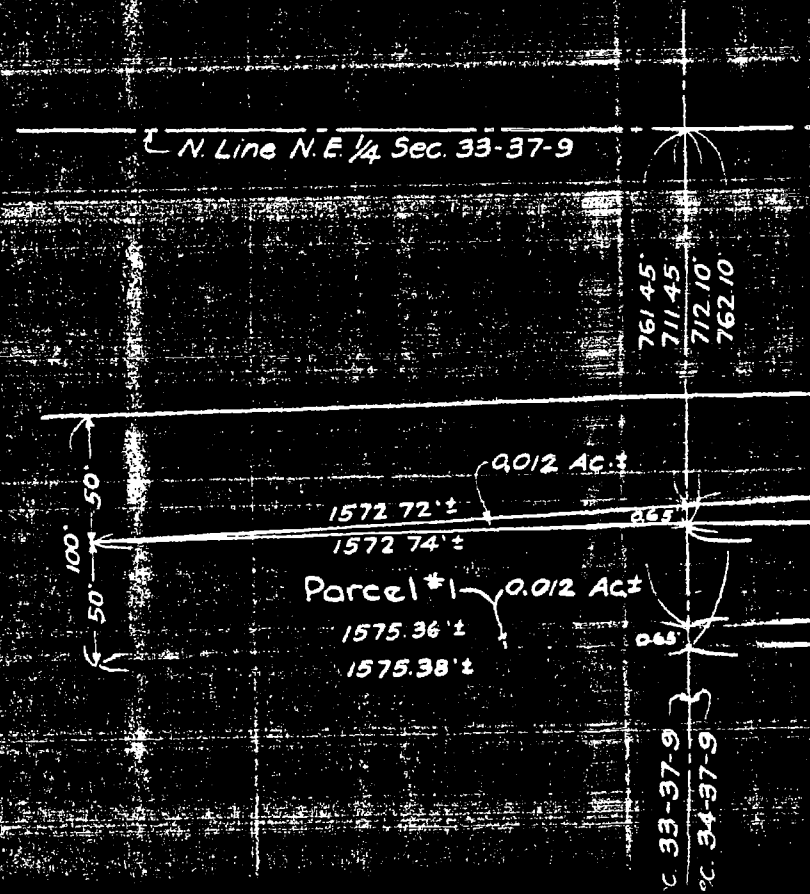
Sec. 34-37-9

THE GRASSELLI CHEMICAL CO.

THE GRASSELLI

E. Line N.E.  
W. Line N.W.

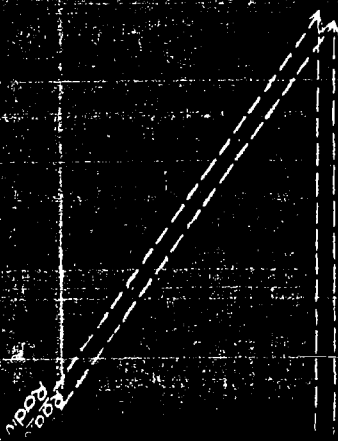
CITY OF EAST CHICAGO  
NORTH TOWNSHIP





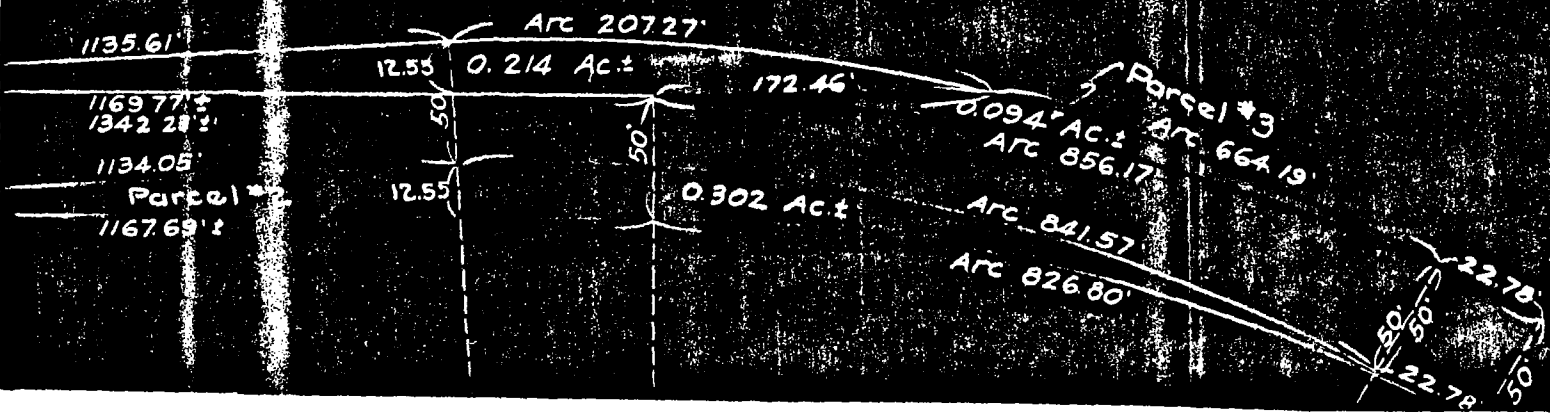
E Line NW  $\frac{1}{4}$  Sec. 34-37-9

E Line NE  $\frac{1}{4}$   
W Line NW  $\frac{1}{4}$



V. Line N.W. 1/4 Sec. 34-37-9

℄ of Track = ℄ of 100' Strip of R/W



EXPLANATORY DIAGRAM.

Not to Scale.



INDIANA HARBOR BELT RAILROAD

EXCHANGE OF LAND.

LOCATION

CUDAHY, INDIANA.

OFFICE OF CHIEF ENGINEER, U. S. YARDS, CHICAGO, ILLINOIS

DATE: December 12, 1929

SCALE - 1" = 200'

FILE - 13-2

NO. - 1111

FAST CHICAGO-#26

Need # 1502

11/28/1930

QUIT-CLAIM DEED

from

INDIANA HARBOR BELT RAILROAD CO.

to

THE GRASSELLI CHEMICAL CO.

STATE OF INDIANA SS. NO.  
LAKE COUNTY  
FILED FOR RECORD

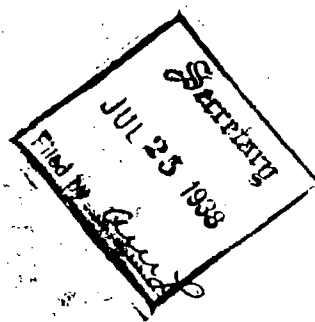
Dated: \_\_\_\_\_

1931 FEB 2 PM 2 53

AND RECORDED IN  
BOOK PAGE  
BESSIE B. ROSS RECORDED

COMPARED

Rec'd 4/30  
40  
ca



*Rank. G. R. Radford  
E. Chas. Ind.*

THIS INDENTURE WITNESSETH, That The Grasselli Chemical

Company, a Delaware corporation, duly licensed to do business in the State of Indiana, conveys and warrants to E.I. duPont de Nemours and Company, a Delaware corporation, duly licensed to do business in the State of Indiana, for the sum of Ten Dollars, the receipt of which is hereby acknowledged, (all) those certain tracts or parcels of land situate, lying and being in Sections 33 and 34, T 37 N R 9 W of the Second Principal Meridian, (all in) Lake County, Indiana, and more particularly described as follows:

Tract No. 1:

Lot 2 in Section 33, Township 37 N R 9 W of the Second Principal Meridian, of Lake County, Indiana, including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows:

Beginning at a stone at the Northwest corner of said Lot 2 which is likewise the Northwest corner of the South half of the Northeast quarter of said Section 33, and extending thence South  $88^{\circ}17'21''$  East 1318.87 feet to a point on the North line of the South half of the Northeast quarter of said Section 33; thence South  $0^{\circ}15'45''$  East 1381.9 feet to the center line of the Grand Calumet River; thence along the center line of the Grand Calumet River with the following courses: North  $75^{\circ}15'$  West 60 feet; North  $88^{\circ}28'30''$  West 186.5 feet; South  $85^{\circ}15'$  West 215.0 feet; South  $75^{\circ}25'$  West 116.0 feet; South  $60^{\circ}$  West 170.0 feet; South  $42^{\circ}$  West 120.0 feet; South  $39^{\circ}30'$  West 210.0 feet; South  $31^{\circ}$  West 294.0 feet; South  $10^{\circ}$  West 79.0 feet; South  $27^{\circ}30'$  West 248.0 feet; South  $36^{\circ}30'$  West 188.0 feet to the West line of the East half of said Section 33; thence North along said West line 2492.64 feet to the point of beginning, together with all riparian rights thereunto belonging;

EXCEPTING, HOWEVER,

(1) All that part of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, described as follows: Beginning at a point in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, said point being 45 feet south from the dividing line between the North and South halves of said Northeast quarter of said Section 33 and 50 feet ~~west~~ <sup>east</sup> from the dividing line between the Northeast quarter and the Northwest quarter of said section and also being the Southeast corner of 151st St. and Kennedy Avenue, extending thence South 421.916 feet parallel with and 50 feet East from the West line of the East half of Section 33; thence South  $73^{\circ}54'30''$  East 6.357 feet; thence North  $7^{\circ}16'34''$  East 425.313 feet; thence North  $88^{\circ}17'21''$  West 60 feet to the point of beginning, containing 0.321 acres; and being the same tract conveyed by The Grasselli Chemical Company, an Ohio corporation, to Leon C. James by deed dated August 13, 1907 and of record in the office of the recorder of Lake County, in book 128, page 220; and excepting also

(2) A triangular shaped parcel of land in the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, T 37 N R 9 W, described as follows: Beginning at the point

*To change from  
here to south  
Punch  
a copy of the  
the law of the  
Ind. 7  
and Henry*

*description O.H.  
S.G. affaldott*

*10321*

of intersection of the North line of said Southwest quarter of said Northeast quarter of said Section 33 and the Southeasterly line extending Northeasterly of the triangular shaped parcel of land described in Parcel "1", and running thence South  $7^{\circ}16'34''$  West 210 feet to a concrete monument; thence North  $29^{\circ}32'51''$  East 236.36' to a concrete monument on the North line of said Southwest quarter of said Northeast quarter of said Section 33; thence North  $88^{\circ}17'21''$  West along said North line 90 feet to the place of beginning, containing 0.216 acres; and being one of the same tracts conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Indiana Harbor Belt Railroad Company by deed dated January 16, 1908, and of record in the office of the Recorder of Lake County in Deed Book 136, page 60.

Said Tract No.1 contains 49.972 acres.

Tract No.2:

Lot 1 in Section 33 T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northeast corner of the South half of the Northeast quarter of Section 33, and extending thence South  $0^{\circ}31'30''$  East 1322.9 feet; thence South  $0^{\circ}12'30''$  West 1169.4 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North  $25^{\circ}30'$  west 215.0 feet; North  $34^{\circ}30'$  West 291.0 feet; North  $45^{\circ}$  West 300.0 feet; North  $49^{\circ}39'30''$  West 306.6 feet; North  $53^{\circ}$  West 210.0 feet; North  $63^{\circ}40'$  West 215.0 feet; North  $67^{\circ}50'$  West 120.0 feet; North  $75^{\circ}15'$  West 150.00 feet to the West line of said Lot 1, being the East line of Lot 2 hereinabove conveyed as Tract 1; thence North  $0^{\circ}15'45''$  West 1381.9 feet to the North line of the South half of the Northeast quarter of said Section 33; thence South  $88^{\circ}17'21''$  East along said North line 1318.87 feet to the point of beginning, containing 53.639 acres, together with all the riparian rights thereunto belonging.

Tract No.3:

Lot 4 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 34, same being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence South  $88^{\circ}44'53''$  East 1314.26 feet to a point; thence South  $0^{\circ}20'30''$  East 1322.64 feet to the East and West center line of said Section 34; thence South  $0^{\circ}1'30''$  West 2239.11 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses: South  $80^{\circ}$  West 63 feet; North  $87^{\circ}$  West 190 feet; North  $75^{\circ}$  West 230 feet; North  $63^{\circ}$  West 270 feet; North  $56^{\circ}$  West 210 feet; North  $45^{\circ}$  West 190 feet; North  $36^{\circ}9'30''$  West 188.7 feet; North  $24^{\circ}10'$  West 245 feet; North  $15^{\circ}15'$  West 300 feet to a point in the West line of Section 33, being the East line of Lot 1, hereinabove conveyed in Tract 2; thence North  $0^{\circ}12'30''$  East 1169.4 feet to the East and West center line of said Section 34; thence North  $0^{\circ}31'30''$  West 1322.9 feet to the point of beginning, containing 100.225 acres, together with all riparian rights thereunto belonging.

Tract No.4:

Lot 5 in Section 34, T 37 N R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander Line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the

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of said Section 34 and extending thence South  $0^{\circ}9'30''$  East 1705.89 feet to the center line of the Grand Calumet River; thence with the center line of the said river the following courses: South  $77^{\circ}$  West 125 feet; South  $72^{\circ}10'$  West 150 feet; South  $67^{\circ}30'$  West 128 feet; South  $65^{\circ}$  West 120 feet; South  $56^{\circ}$  West 150 feet; South  $59^{\circ}$  West 177 feet; South  $72^{\circ}5'$  West 424.5 feet; South  $80^{\circ}$  West 146 feet to the West line of said Lot 3, being the East line of Lot 4 heretofore conveyed in Tract 3; thence North  $0^{\circ}1'30''$  East 2239.11 feet to the North line of Lot 3, being the East and West center line of said Section 34; thence East along said center line South  $88^{\circ}45'13''$  East 1310.03 feet to the point of beginning, containing 59.806 acres; together with all riparian rights thereunto belonging.

Tract No.5:

Lot 2 and that part of Lot 1 which lies South and West of the right-of-way of the Chicago, South Shore and South Bend Railroad in Section 34, T 37 N, R 9 W of the Second Principal Meridian of Lake County, Indiana including all land between the Meander line of the U.S. Government Survey of the Year 1835 and the center line of the Grand Calumet River, all of which is more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence along the East and West center line of said Section South  $88^{\circ}46'$  East 1284.26 feet to the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right-of-way line of said railroad South  $29^{\circ}28'30''$  East 1559.54 feet to the center line of the Grand Calumet River; thence with the center line of said river the following courses: North  $85^{\circ}30'$  West 58.76 feet; North  $89^{\circ}$  West 380 feet; South  $83^{\circ}10'$  West 120 feet; South  $75^{\circ}$  West 415 feet; South  $82^{\circ}35'$  West 555.4 feet; South  $74^{\circ}30'$  West 320 feet; South  $77^{\circ}$  West 235 feet to the North and South center line of said Section 34, being the East line of Lot 3 above conveyed in Tract 4; thence North  $0^{\circ}9'30''$  West 1705.89 feet to the point of beginning, containing 57.756 acres, together with all riparian rights thereunto belonging.

Tract No.6:

All that part of the North half of the Northeast quarter of Section 33, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and East of the right-of-way of the Indiana Harbor Belt Railroad and more particularly described as follows: Beginning at a stone at the Southeast corner of the North half of said Northeast quarter of said Section 33, being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence along the South line of the North half of the Northeast quarter of said section North  $88^{\circ}17'21''$  West 2452.70 feet to a concrete monument on the Southeast right-of-way line of the Indiana Harbor Belt Railroad; thence along said Southeasterly right-of-way line of said railroad North  $40^{\circ}25'4''$  East 304.78 feet to a concrete monument, the beginning of a curve to the right, having a radius of 817.2 feet; thence Northeasterly along said curve 768.85 feet to a concrete monument on the South right-of-way line of said railroad; thence along said South right-of-way line of said railroad South  $88^{\circ}8'2''$  East 1575.38 feet to a concrete monument on the East line of said Section 33; thence along said East line of said Section 33 South  $0^{\circ}31'30''$  East 560.71 feet to the point of beginning, containing 28.142 acres.

Tract No.7:

All that part of the North half of the Northwest quarter of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right-of-way of the Indiana Harbor Belt Railroad Company, being more particularly described as follows: Beginning at a stone at the Southwest corner of said North half of said Northwest quarter of said Section 34,

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F.G. Affollett

being the Northeast corner of Lot 1 hereinabove conveyed in Tract 2, and extending thence North  $0^{\circ}31'30''$  West 560.71 feet to a concrete monument on the South right-of-way line of the Indiana Harbor Belt Railroad; thence along said South right-of-way line of said railroad South  $88^{\circ}8'8''$  East 1167.69 feet to a concrete monument on the said South right-of-way line at the beginning of a curve to the right having a radius of 1407.7 feet; thence in a Southeasterly direction along said curve 826.8 feet to a concrete monument on the Southwesterly right-of-way line of said railroad; thence with said right-of-way line of said railroad South  $54^{\circ}29'$  East 539.52 feet to the South line of the North half of said Northwest quarter of said Section 34; thence with said South line North  $88^{\circ}44'53''$  West 2373.64 feet to the point of beginning, containing 24.656 acres.

Tract No. 8:

All that part of the Southeast quarter of the Northwest quarter of Section 34, T 37 N, R 9 W, of the Second Principal Meridian, Lake County, Indiana, which lies South and West of the right-of-way of the Indiana Harbor Belt Railroad, being more particularly described as follows: Beginning at a stone in the center of said Section 34 and extending thence West along the East and West center line of said section North  $88^{\circ}45'13''$  West 1310.03 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 34; thence North  $0^{\circ}20'30''$  West 1322.64 feet to the North line of said Southeast quarter of said Northwest quarter of said Section 34; thence East along said North line South  $88^{\circ}44'53''$  East 1059.38 feet to the Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence along said Southwesterly right-of-way line South  $54^{\circ}29'$  East 313.66 feet to the North and South center line of said Section 34; thence along said North and South center line South  $0^{\circ}9'30''$  East 1145.75 feet to the center of said Section 34, the place of beginning, containing 39.307 acres.

Tract No. 9:

All that part of the Northeast quarter of Section 34, T 37 N, R 9 W of the Second Principal Meridian, Lake County, Indiana, which lies South of the right-of-way of the Indiana Harbor Belt Railroad and Southwest of the right-of-way of the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at a stone at the center of said Section 34 and extending thence North  $0^{\circ}9'30''$  West 1145.75 feet to a concrete monument on the Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence with said Southwesterly right-of-way line of said railroad South  $54^{\circ}29'$  East 309.5 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence along said right-of-way on said curve to the left 491.02 feet to a point; thence still along said right-of-way South  $73^{\circ}47'$  East 129.13 feet to a concrete monument at the intersection of the Southerly right-of-way line of the Indiana Harbor Belt Railroad and the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right-of-way line of said railroad on a curve to the right having a radius of 2831.93 feet, 501.09 feet to the point of tangent; thence still along said Southwesterly right-of-way line of said railroad South  $29^{\circ}28'30''$  East 381.48 feet to the East and West center line of said Section 34; thence along said East and West center line of said Section 34 North  $88^{\circ}46'$  West 1284.26 feet to the center of said Section 34, the place of beginning;

EXCEPTING, HOWEVER

The following parcel of land: Beginning at the intersection of the East and West center line of Section 34, T 37 N R 9 W of the Second Principal Meridian and the Southwesterly right-of-way line

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of the Chicago, South Shore and South Bend Railroad; thence in a Northwesterly direction along the Southwesterly right-of-way of the Chicago, South Shore and South Bend Railroad, a distance of 882.57 feet, more or less, to the intersection of the right-of-way line of the Indiana Harbor Belt Railroad Company, which is the real point of beginning, and extending thence in a Southeasterly direction along the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad a distance of 330 feet; thence in a Northwesterly direction on a curve to the left having a radius of 996.87 feet, a distance of 469.8 feet, more or less, to its intersection with the South right-of-way line of the Indiana Harbor Belt Railroad; thence Easterly along the South right-of-way line of the Indiana Harbor Belt Railroad a distance of 158.13 feet, more or less, to the intersection of the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad, being the point of beginning of the above described piece of land containing 0.19 acre, more or less, all in the Northeast quarter of Section 34, T 37 N R 9 W in Lake County, Indiana, and is the same land as was conveyed to Chicago, South Shore and South Bend Railroad Company by deed dated October 2, 1928.

The acreage of said Tract No.9 is 20.901 acres, more or less.

BOOK 550 PAGE 113

Tract No.10:

All those certain parcels of land in the Northwest and Northeast quarters of Section 34, T 37 N R 9 W of the Second Principal Meridian, Lake County, Indiana, which are bounded on the North and East by the rights-of-way of the Elgin, Joliet and Eastern Railroad, and the Chicago, South Shore and South Bend Railroad, and on the South and West by the right-of-way of the Indiana Harbor Belt Railroad, said parcels being more particularly described as follows:

Parcel (a): A parcel of land in the North half of the Northwest quarter of said Section 34 described as follows: Beginning at the intersection of the South line of the North half of the Northwest quarter of said section, and the North and South center line of said Section and extending thence along said South line North 88° 44' 53" West 166.07 feet to the intersection of the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence along said Northeasterly right-of-way line of said railroad North 54° 29' West 612.91 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence along said Northeasterly right-of-way line on said curve to the left 856.17 feet to the intersection of the said right-of-way line with the South right-of-way line of the Elgin, Joliet and Eastern Railroad; thence along said South right-of-way line of said railroad South 88° 44' 12" East 643.32 feet to the beginning of a curve to the right having a radius of 905.37 feet; thence still along the South right-of-way line of said railroad upon said curve to the right 115.39 feet to the intersection of said curve with the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad; thence along said Southwesterly right-of-way line of said railroad South 54° 28' East 867.99 feet to the East line of the Northwest quarter of said Section 34; thence along said East line of said Northwest quarter of said Section 34 South 0° 9' 30" East 95.62 feet to the point of beginning, containing 4.372 acres.

Parcel (b): A parcel of land in the Northeast corner of the South half of the Northwest quarter of Section 34, T 37 N R 9 W described as follows: Beginning at the intersection of the South line of the North half of the Northwest quarter of said Section 34 with the North and South center line of said section, said point being corner to Parcel (a) of Tract No.10 hereinabove described, and extending thence along said North and South center line of said Section 34 South 0° 9' 30" East 115.10 feet to its intersection with the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad.

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of-way line of said railroad North  $54^{\circ}29'$  West 204.37 feet to the South line of the North half of the Northwest quarter of said Section 34; thence along said South line South  $88^{\circ}44'53''$  East 166.07 feet to the place of beginning, containing 0.219 acres.

Parcel (c): A parcel of land in the Northeast quarter of Section 34, T 37 N R 9 W, described as follows: Beginning at the intersection of the Southwesterly right-of-way line of the Chicago, South Shore and South Bend Railroad with the North and South center line of said Section 34, said point being corner to Parcel (a) of Tract No.10 hereinabove described, and extending thence along said Southwesterly right-of-way line of said railroad South  $54^{\circ}28'$  East 344.84 feet to the beginning of a curve to the right having a radius of 2831.93 feet; thence still along said Southwesterly right-of-way line of said railroad upon said curve to the right 642.96 feet to an intersection with the Northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right-of-way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 474.18 feet to the point of tangent; thence still along said Northeasterly right-of-way line of said railroad North  $54^{\circ}29'$  West 345.4 feet to an intersection with the North and South center line of said Section 34; thence along said center line of said Section 34 North  $0^{\circ}9'30''$  West 208.72 feet to the point of beginning, containing 2.851 acres.

All the three parcels of Tract No.10 herein conveyed contain 7.442 acres.

Tract No.11:

A narrow, irregular shaped strip of land in the Northeast quarter of Section 34, (T 37 N R 9 W,) which is bounded on the North and East by the right-of-way for the pipe line of the Indiana Natural Gas & Oil Company and on the South and West by rights-of-way of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, being more particularly described as follows: Beginning at the intersection of the Northeasterly rights-of-way lines of the Indiana Harbor Belt Railroad and the Chicago, South Shore and South Bend Railroad, as same are now surveyed and located in said Section 34, and extending thence in a Northwesterly direction along said Northeasterly right-of-way line of said Chicago, South Shore and South Bend Railroad, upon a curve to the left, having a radius of 2897.93 feet, 759.77 feet; thence still along said Northeasterly right-of-way line of said railroad North  $54^{\circ}28'$  West 392.26 feet to a point; thence North  $0^{\circ}9'30''$  West 14.51 feet to a point in the Southwesterly right-of-way line of the Indiana Natural Gas & Oil Company; thence along said right-of-way of said company South  $54^{\circ}28'$  East 2326.52 feet to the beginning of a curve to the left, having a radius of 1432.5 feet; thence along said curve in a Southeasterly direction 197.53 feet to the intersection of said Southwesterly right-of-way line of said Indiana Natural Gas & Oil Company with the Northeasterly right-of-way line of said Indiana Harbor Belt Railroad; thence in a Northwesterly direction along said Northeasterly right-of-way line of said railroad upon a curve to the right having a radius of 1407.7 feet, 377.33 feet to a point; thence still along said Northeasterly right of way line of said railroad North  $54^{\circ}28'$  West 539.03 feet to the beginning of a curve to the left having a radius of 1457.7 feet; thence still along said Northeasterly right-of-way line of said railroad in a Northwesterly direction upon said curve to the left 467.75 feet to an intersection with the Northeasterly right of way line of the Chicago, South Shore and South Bend Railroad, the point of beginning, (containing 2.175 acres. Together with all the right, title and interest of The Grasselli Chemical Company in and to any real estate located in Lake County, Indiana, owned by it or to which it is entitled.)

description a.k.  
S.G. affixed

Filed to C.S.S. & S.B.  
1942

1000 200 200 200

The said Tracts Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 are the same as were conveyed and warranted by The Grasselli Chemical Company, an Ohio corporation, to E.I. duPont de Nemours and Company by deed dated November 30, 1928 and recorded in Deed Book Record 433, page 254 in the Office of the County Recorder of Lake County, Indiana; and by E.I. duPont de Nemours and Company to The Grasselli Chemical Company, a Delaware corporation, by deed dated November 30, 1928, recorded in Deed Book Record 433, page 480 in the Office of the County Recorder of Lake County, Indiana.

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the remainders and reversions, rents, issues and profits thereof. Also, all the estate, right, title, interest, property, claim or demand whatsoever of the said Grantor herein, in law, equity or otherwise howsoever, of, in or to the same and every part thereof; also all the right, title and interest of the said Grantor herein in and to all agreements pertaining in any manner to any of the land hereby conveyed; together with any other real estate or interest therein owned by the Grantor, or to which Grantor is entitled in the County of Lake, State of Indiana.

IN WITNESS WHEREOF the said Grantor, The Grasselli Chemical Company, has caused these presents to be signed in its corporate name by its President and its corporate seal to be hereunto affixed, this 31st day of October, 1936.

THE GRASSELLI CHEMICAL COMPANY,

By: E. W. Furst

President

STATE OF OHIO ( )  
COUNTY OF CUYAHOGA ) SS

Be it remembered that on the 31st day of October, 1936, before me, a notary public, in and for the county and state aforesaid, personally appeared E.W. Furst, President of The Grasselli Chemical Company, and acknowledged the execution of the foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and official seal.

M. J. Collins  
Notary Public.

My commission expires Feb. 1, 1937.

M. J. COLLINS  
NOTARY PUBLIC  
CUYAHOGA COUNTY, OHIO  
MY COMMISSION EXPIRES

1.30

Need # 1502

D E E D

10/31/1936

from

THE GRASSELLI CHEMICAL COMPANY

to

E. I. DU PONT DE NEMOURS & COMPANY

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

1936 NOV 17 PM 2 47

RECORDED IN  
BOOK 535 PAGE 310  
FRANK BORMAN RECORDER

**COMPARED**

Secretary  
JUL 25 1938  
Filed by: Clerk

Rec 3.50

5.10  
ca

56361

BOOK 656 PAGE 168

THIS INDENTURE WITNESSETH, That THE GRASSELLI CHEMICAL COMPANY, an Ohio corporation, quitclaims unto E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware, for the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, all its right, title and interest in and to a tract or parcel of land, situate in the Northeast Diagonal One-half (NE diag. 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

BEGINNING at a point which is the intersection of the northeasterly right-of-way line of the Chicago, South Shore and South Bend Railroad with the southwesterly right-of-way line of the Elgin, Joliet and Eastern Railroad, thence in a southeasterly direction along the said northeasterly right-of-way line of the Chicago, South Shore and South Bend Railroad to the north and south center line of said Section 34; thence north along said north and south center line to the said southwesterly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence in a northwesterly direction along said southwesterly right-of-way line to the point of Beginning;

EXCEPTING THEREOUT, HOWEVER, the right-of-way of the Indiana Natural Gas & Oil Company.

IN WITNESS WHEREOF, the said THE GRASSELLI CHEMICAL COMPANY has caused these presents to be signed in its corporate name by its Vice-President and its corporate seal to be  
Attest, this 17th day of March, 1942.

THE GRASSELLI CHEMICAL COMPANY

By E. H. Furst  
Vice-PresidentAttest: C. M. Hook  
Asst. Secretary

Already  
DULY ENTERED  
FOR TAXATION

MAY 13 1942

Engine Schwarz  
AUDITOR LAKE COUNTY

STATE OF INDIANA S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1942 MAY 2 AM 9 53

RECORDED IN  
BOOK 656 PAGE 168  
PAUL P. KOZACK, RECORDER

STATE OF DELAWARE

COUNTY OF NEW CASTLE

)  
( SS.  
)

Before me, R. D. Anapack, a Notary  
Public in and for said County and State, this 17<sup>th</sup> day of  
March, 1942, personally appeared THE GRASSELLI  
CHEMICAL CORPORATION, by E. W. Furst and  
C. M. Hook, its Vice-President and Asst.  
Secretary, respectively, and acknowledged the execution of  
the foregoing instrument.



R. D. Anapack  
Notary Public

Commission expires Oct. 18, 1943.

File with Deed # 1502. 5  
(Vol. 41)  
DEED

THE GRASSELLI CHEMICAL  
COMPANY  
(an Ohio corporation)

to

E. I. du PONT de NEMOURS  
and  
COMPANY

**COMPARED** 1942.  
Dated March 17, 1942 WITH  
**PHOTOSTAT**

STATE OF INDIANA S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1942 MAY 2 AM 9 53

RECORDED IN  
BOOK 656 PAGE 168  
PAUL P. KOZACIK, RECORDER

(Conveys a portion of  
Parcel 11 inadvertently  
omitted from deed of  
October 31, 1936.)



Part Prop. #1502  
5/29/1942

THIS INDENTURE WITNESSETH, That E. I. du PONT de  
NEMOURS and COMPANY, a Delaware corporation, of Wilmington,  
Delaware, duly licensed to do business in the State of Indi-  
ana, conveys and warrants to the CHICAGO, SOUTH SHORE and  
SOUTH BEND RAILROAD, a corporation organized under the laws  
of the State of Indiana, of Lake County and State of Indiana,  
for the sum of Ten Dollars (\$10.00), the receipt of which is  
hereby acknowledged, those certain tracts or parcels of land,  
situate, lying and being in Section 34, Township 37 North,  
Range 9 West of the Second Principal Meridian, Lake County,  
Indiana, and more particularly described as follows:

PARCEL "A" - A parcel of land in the North Half  
(N 1/2) of the Northwest Quarter (NW 1/4) of said  
Section 34, described as follows: Beginning at  
a point in the north right-of-way line of the In-  
diana Harbor Belt Railroad, one thousand one hun-  
dred sixty-nine and seventy-seven hundredths  
(1169.77) feet east of the intersection of the  
west line of said Section 34 with the said north  
right-of-way line of said Indiana Harbor Belt Rail-  
road, which said right-of-way line is also the  
south right-of-way line of the Elgin, Joliet and  
Eastern Railroad; thence along said south right-  
of-way line of said Elgin, Joliet and Eastern Rail-  
road, South 88° 44' 12" East six hundred forty-three  
and thirty-two hundredths (643.32) feet to a point,  
said point being the beginning of a curve to the  
right having a radius of nine hundred five and  
thirty-seven hundredths (905.37) feet; thence still  
along the south right-of-way line of said Elgin,  
Joliet and Eastern Railroad upon said curve to  
the right, one hundred fifteen and thirty-nine  
hundredths (115.39) feet to the intersection of  
said curve with the southwesterly right-of-way  
line of the Chicago, South Shore and South Bend  
Railroad; thence southeasterly, along the south-  
westerly right-of-way line of said Chicago, South  
Shore and South Bend Railroad, South 54° 28' East  
one hundred seventeen (117.0) feet to a point;  
thence westerly along a curved line to the left,  
having a radius of eight hundred fifty-five and  
thirty-seven hundredths (855.37) feet, said line  
being fifty (50) feet southerly from and parallel  
to said south right-of-way line of said Elgin,  
Joliet and Eastern Railroad, a distance of two  
hundred three and ninety-five hundredths (203.95)  
feet, more or less, to a point of tangent, said  
point being fifty (50) feet south of the south  
right-of-way line of the said Elgin, Joliet

Parcel A - .647A.  
= part of parcel  
#10 on said.

Parcels B & C -  
2,175A, =  
all of parcel #11  
on prop. said.

22



and Eastern Railroad; thence west along a straight line fifty (50) feet south of and parallel to the south right-of-way line of said Elgin, Joliet and Eastern Railroad two hundred sixty-six and fifty-five hundredths (266.55) feet, more or less, to the northeasterly right-of-way line of the Indiana Harbor Belt Railroad; thence westerly along said northeasterly right-of-way line of said Indiana Harbor Belt Railroad, on a curve to the left having a radius of one thousand four hundred fifty-seven and seven tenths (1457.7) feet, three hundred eighty-three and nine hundredths (383.09) feet, more or less, to the place of Beginning, containing 0.647 acres, more or less.

PARCEL "B" - A narrow, irregularly shaped strip of land in the Northeast Quarter (NE 1/4) of said Section 34, which is bounded on the north and east by the right-of-way for the pipe line of the Indiana Natural Gas & Oil Company and on the south and west by rights-of-way of the Indiana Harbor Belt Railroad and the Chicago South Shore and South Bend Railroad, being more particularly described as follows: Beginning at the intersection of the northeasterly rights-of-way lines of the Indiana Harbor Belt Railroad and the Chicago South Shore and South Bend Railroad, as same are now surveyed and located in said Section 34, and extending thence in a northwesterly direction along said northeasterly right-of-way line of said Chicago South Shore and South Bend Railroad upon a curve to the left, having a radius of two thousand eight hundred ninety-seven and ninety-three hundredths (2897.93) feet, seven hundred fifty-nine and seventy-seven hundredths (759.77) feet; thence still along said northeasterly right-of-way line of said Railroad North  $54^{\circ} 28'$  West three hundred ninety-two and twenty-six hundredths (392.26) feet to a point; thence North  $00^{\circ} 9' 30''$  West fourteen and fifty-one hundredths (14.51) feet to a point in the southwesterly right-of-way line of the Indiana Natural Gas & Oil Company; thence along said right-of-way of said company South  $54^{\circ} 28'$  East two thousand three hundred twenty-six and fifty-two hundredths (2326.52) feet to the beginning of a curve to the left having a radius of one thousand four hundred thirty-two and five tenths (1432.5) feet; thence along said curve in a southeasterly direction one hundred ninety-seven and fifty-three hundredths (197.53) feet to the intersection of said southwesterly right-of-way line of said Indiana Natural Gas & Oil Company with the northeasterly right-of-way line of said Indiana Harbor Belt Railroad; thence in a northwesterly direction along said northeasterly right-of-way line of said Railroad, upon a curve to the right having a radius of one thousand four hundred seven and seven tenths (1407.7) feet, three hundred seventy-seven and thirty-three hundredths (377.33) feet to a point; thence still along said northeasterly right-of-way line of said Railroad North  $54^{\circ} 28'$  West five hundred thirty-nine and three hun-

dredths (539.03) feet to the beginning of a curve to the left having a radius of one thousand four hundred fifty-seven and seven tenths (1457.7) feet; thence still along said northeasterly right-of-way line of said Railroad in a northwesterly direction upon said curve to the left four hundred sixty-seven and seventy-five hundredths (467.75) feet to an intersection with the northeasterly right-of-way line of the Chicago South Shore and South Bend Railroad, the point of Beginning.

**PARCEL "C"** - A parcel of land in the Northeast Diagonal One-half (NE diag. 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 34, described as follows: Beginning at a point which is the intersection of the northeasterly right-of-way line of the Chicago, South Shore and South Bend Railroad with the southwesterly right-of-way line of the Elgin, Joliet and Eastern Railroad, thence in a southeasterly direction along the said northeasterly right-of-way line of the Chicago, South Shore and South Bend Railroad to the north and south center line of said Section 34; thence north along said north and south center line to the said southwesterly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence in a northwesterly direction along said southwesterly right-of-way line to the point of Beginning; excepting thereout, however, the right-of-way of the Indiana Natural Gas & Oil Company.

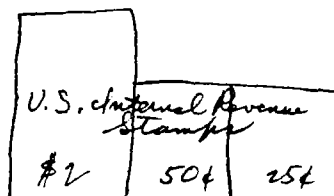
Parcels "B" and "C" together contain 2.175 acres.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused these presents to be signed in its corporate name by its Vice-President and its corporate seal to be affixed by its Assistant Secretary, this 29<sup>th</sup> day of May, 1942.

E. I. du PONT de NEMOURS and COMPANY  
By (s) W. F. Harrington  
Vice-President

Attest:

Seal (s) C. A. Howard  
Assistant Secretary



APPROVED FOR  
RECORDING  
(s) D. J. Campbell  
REAL ESTATE DIVISION

J.P.S.  
(s) J.P.C.  
(s) E.C.H.  
(s) F.S.G.

(s) P.P.S.  
(s) J.P.E.  
(s) W.E.C.  
(s) L.S.H.

M.D. Calver

STATE OF DELAWARE                    )  
  ( ss.  
COUNTY OF NEW CASTLE            )

Before me, P. E. Strickland, a Notary  
Public in and for said County and State, this 29<sup>th</sup> day of  
May, 1942, personally appeared H. I. du PONT  
de NEMOURS and COMPANY by W. F. Harrington and  
E. A. Howard, its Vice-President and Asst.  
Secretary, respectively, and acknowledged the execution of  
the foregoing instrument.

My commission expires 5/17/44.  
(s) P. E. Strickland  
Notary Public Seal

• • •

...important interests are

Leaf

5/29/1942

used  
# 1502  
Carroll

11-10-67  
ALL  
11-10-67

481611

CANCELLATION AGREEMENT

THIS AGREEMENT made this 9th day of June ,  
1950, by and between E. I. du PONT de NEMOURS and COMPANY, a  
Delaware corporation, successor to The Grasselli Chemical Company,  
a Delaware corporation, First Party, and NORTHERN INDIANA PUBLIC  
SERVICE COMPANY, an Indiana corporation, Second Party,

W I T N E S S E T H     T H A T :

THAT certain easement for gas lines dated May 17, 1930,  
between The Grasselli Chemical Company, a Delaware corporation,  
and Second Party, recorded in the Official Records of Lake  
County, Indiana, on July 1, 1930, in Book 211, Page 249, cover-  
ing the right to lay, install, maintain, repair, replace and re-  
new gas mains over land situated in the East 1/2 of the NE 1/4  
Sec. 33, Township 37N, Range 9W of the Second Principal Meridian  
in the County of Lake, State of Indiana, is hereby cancelled and  
terminated as of this day.

IN WITNESS WHEREOF, the parties hereto have set their  
hands and seals the day and year first herein written.

E. I. du PONT de NEMOURS and COMPANY

By F. C. Evans  
Director - Service Department

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By E. D. Anderson  
E.D. Anderson, Vice President

APPROVALS	
As to form:	
<input checked="" type="checkbox"/>	LEGAL DEPT.
<input checked="" type="checkbox"/>	INDUSTRIAL or AUXILIARY DEPT.
<input checked="" type="checkbox"/>	REAL ESTATE DIV
<input checked="" type="checkbox"/>	SERVICE DEPT.
Director	
TREASURER'S DEPT.	

Attest: E. M. Alt  
E. M. Alt, Assistant Secretary

STATE OF INDIANA S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1950 JUL 17 PM 2 57

BOOK 534 PAGE 339  
LOUIS OPACHAN, RECORDER

BOOK 534 PAGE 339

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

SS.

Before me, **R. R. Griffith**, a Notary Public  
in and for said County and State, this **9th** day of **June**,  
1950, personally appeared **E. I. du PONT de NEMOURS and COMPANY**,  
by **F. C. Evans**, ~~xxxx~~  
its **Director - Service Department** ~~xxxx~~  
~~xxxxxxxxxx~~, and acknowledged the execution of the foregoing in-  
strument.

My commission expires:  
MY COMMISSION EXPIRES MAY 2, 1951

*R. R. Griffith*  
Notary Public  
JUN 10 1950  
NEW CASTLE COUNTY, DELAWARE

STATE OF **Indiana**  
COUNTY OF **Lake** SS.

Before me, **Fred A. Kolb**, a Notary Public,  
in and for said County and State, this **5th** day of **July**,  
1950, personally appeared **NORTHERN INDIANA PUBLIC SERVICE COMPANY**,  
by **E.D. Anderson** and **E.M. Alt**,  
its **Vice President** and **Assistant Secretary**,  
respectively, and acknowledged the execution of the foregoing in-  
strument.

*Fred A. Kolb*  
Notary Public  
Fred A. Kolb

My commission expires: Nov. 11, 1953

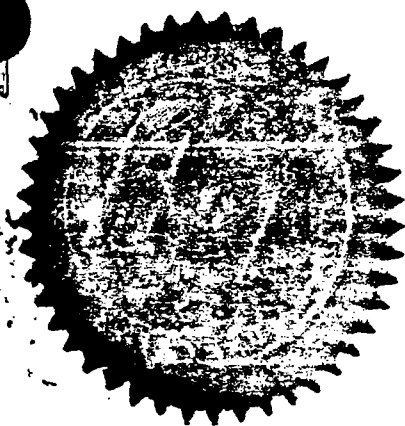
State of Delaware, }  
New Castle County, } ss.

I, **JAMES M. MALONEY**, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, DO HEREBY

CERTIFY, THAT *R. R. Griffith*, by whom the foregoing affidavit or acknowledgment is certified, now is and was at the date of said affidavit or acknowledgment a Notary Public for the State of Delaware residing in New Castle County, and duly commissioned and qualified as such to take acknowledgment to all deeds and instruments of writing and administering oaths and take affidavits within said State, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the 9th day of June, 1950

*James M. Maloney*  
Prothonotary of the Superior Court.



*Deed File # 150*

CANCELLATION AGREEMENT

BETWEEN

E. I. DU PONT DE NEMOURS AND  
COMPANY

AND

NORTHERN INDIANA PUBLIC SERVICE  
COMPANY

DATED:

**COMPALED**  
*June* **WITH**  
**PROTESTAT**

STATE OF INDIANA | S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1950 JUL 17 PM 2 57

LOUIS OPACHAN. RECORDER

RECEIVED  
DEC 10 1959  
SECRETARYS DEPT.  
CONTRACT FILES  
P. M. 1

*1.50 due*

6/19/1950

EASEMENT

FOR AND IN CONSIDERATION of ONE DOLLAR (\$1.00), to it in hand paid, the receipt of which is hereby acknowledged, E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, hereinafter called "GRANTOR", does hereby grant to AMERICAN CYANAMID COMPANY, a Maine corporation, maintaining an office at 30 Rockefeller Plaza, New York, New York, hereinafter called "GRANTEE", its successors and assigns, a permanent easement twenty (20) feet in width, to install, operate, maintain, repair, replace and remove, together with the right of ingress and egress for such purposes, an eighteen (18) inch sewer pipeline, and all necessary appurtenances, in, through, over and across a tract of land situated in the County of Lake, State of Indiana, the center line of which is described as follows:

BEGINNING at a point in the Southerly line of premises this day conveyed by GRANTOR to GRANTEE, said point being located the following three courses and distances from the Northwest Corner of the South Half of the Northeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana: (1) South 88° 17' 21" East 205.75 feet along the center line of 151st Street extended easterly to a monument; thence (2) South 29° 32' 51" West 105.27 feet to a point; thence (3) South 88° 08' 02" East 86.6 feet to a point; said point being the true place of beginning; thence from the said true place of beginning, South 20° 12' West 494.5 feet to a point 20.0 feet East of the Easterly side of Kennedy Avenue; thence, parallel to Kennedy Avenue and 20.0 feet Easterly therefrom, due South 1,082.0 feet to a point; thence South 45° East 210.0 feet, more or less, to the Northwesterly bank of the Grand Calumet River,

on the following terms and conditions:

1. The user of this Easement shall not affect GRANTOR's rights, title and/or interest in and to the property subject to this Easement, or the free and uninterrupted use thereof by GRANTOR, its grantees, licensees, successors and/or assigns at all times, for any and all purposes not in contravention of the



Easement herein granted, without in any way limiting GRANTOR's right, title or interest, including the right and power of GRANTOR, its successors or assigns to construct surface roadways, overhead or underground roadways, walkways, telephone lines and overhead and underground wires, and also to dedicate the property, subject to this Easement, or any part or portions thereof, for public street, highway and/or alley purposes. GRANTOR agrees, however, not to erect any building or buildings on the said property. GRANTOR agrees that in installing any surface roadways, overhead or underground roadways, walkways, telephone lines and overhead and underground wires, referred to in this Paragraph 1, it will fully protect, in accordance with good engineering practice, and not in any way endanger the existence of, GRANTEE's sewer pipeline which is the subject of this Easement.

2. GRANTEE agrees to indemnify GRANTOR for and to save it harmless from any loss, costs, expenses, damages, suits or actions filed or liability which it may suffer or be about to suffer by virtue of any accident, injury, or damage to any persons, or property resulting directly or indirectly from the installation, operation, maintenance, repairing, replacement or removal of said sewer pipeline, or incurred by the negligence of GRANTEE or any of its employees while on the premises of GRANTOR.

3. It is also agreed between the parties hereto that in case of abandonment by GRANTEE of the rights herein granted to it, such rights shall cease and all interest of GRANTEE, its successors and assigns, in and to said easement, shall revert to the owner of the fee thereof. In the event of abandonment by GRANTEE of its rights herein granted to it, GRANTEE shall remove at its expense, said sewer pipeline and leave the property in the same condition as it now is.

4. GRANTOR reserves the right at any time or from time to time to relocate in whole or in part the said Easement along a suitable route where necessary or along a different course from

the said easement provided the beginning and end of said relocated easement shall be in approximately the same location as it now is, and provided GRANTOR notifies GRANTEE of its said intention to relocate said course and designates therein the substitute course; and thereupon GRANTEE shall relocate the said sewer pipeline and appurtenances, upon or along said newly designated course within six months after receipt of said notice, at GRANTOR's expense; and if GRANTEE should fail to relocate said sewer pipeline and appurtenances, GRANTOR shall have the right to relocate same at its expense. Upon said relocation the description of the property herein shall be deemed amended to describe said substituted course in lieu of said previous course, and the parties hereto shall execute a proper instrument so amending said description.

5. Inasmuch as said sewer pipeline will cross several of GRANTOR's pipelines, GRANTEE agrees that in installing said sewer pipeline, it will fully protect, in accordance with good engineering practice, and not in any way endanger the existence of, GRANTOR's said pipelines, and that it will, at all times, permit GRANTOR's East Chicago, Indiana Plant's Engineering Department to inspect said pipelines.

6. This agreement shall inure to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this easement this 19<sup>th</sup> day of June,

1950.

APPROVALS	
As to form:	
<i>[Signature]</i>	LEGAL DEPT.
EXECUTION:	
<i>[Signature]</i>	INDUSTRIAL or AUXILIARY DEPT.
<i>[Signature]</i>	REAL ESTATE DIV
<i>[Signature]</i>	SERVICE DEPT.
TREASURER'S DEPT.	

*[Signature]*  
ASSISTANT SECRETARY

E. I. du PONT de NEMOURS and COMPANY

By *[Signature]*  
Asst. Director - Service Department

AMERICAN CYANAMID COMPANY

By *[Signature]*  
VICE-PRESIDENT

Approve  
as to  
Form  
Legal Dept

By *R.C.G.*  
Date *6/16/50*

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

SS.

Before me, W. R. BEBOUT, a Notary Public  
in and for said County and State, this 19<sup>th</sup> day of JUNE  
1950, personally appeared E. I. du PONT de NEMOURS and COMPANY,  
by F. S. JOHNSON and F. G. HESS  
its ASST. DIRECTOR, SERVICE DEPT. and ASST. SECRETARY,  
respectively, and acknowledged the execution of the foregoing in-  
strument.

W. R. Bebout  
Notary Public

My Commission expires: May 18, 1952

STATE OF NEW YORK  
COUNTY OF NEW YORK

SS.

Before me, HAROLD DUNNING, a Notary Public  
in and for said County and State, this 19<sup>th</sup> day of JUNE  
1950, personally appeared AMERICAN CYANAMID COMPANY, by  
G. R. MARTIN and H. W. WILSON  
its VICE-PRESIDENT and ASSISTANT SECRETARY  
respectively, and acknowledged the execution of the foregoing in-  
strument.

Harold Dunning  
Notary Public

My Commission expires:

HAROLD DUNNING  
Notary Public, State of New York  
No. 03-6120050  
Qualified in Bronx County  
Commission filed with  
Bronx, New York, Kings and Queens County  
Clerk's and Register's Offices  
Commission Expires March 30, 1952

6/19/1950

THIS INDENTURE WITNESSETH, THAT E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware, duly licensed to do business in the State of Indiana, hereby grants, bargains, sells and conveys to AMERICAN CYANAMID COMPANY, a Maine corporation, maintaining an office at 30 Rockefeller Plaza, New York, New York, duly licensed to do business in the State of Indiana, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, those two certain tracts or parcels of land situate, lying and being in Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, comprising portions of the North Half of the Northeast Quarter and of Lots 1 and 2, in the South Half of the Northeast Quarter of said Section 33, more particularly bounded and described as follows:

PARCEL NO. 1:

Beginning at a concrete monument at the intersection of the southerly line of the North Half of the Northeast Quarter of said Section 33 with the southeasterly right of way line of the Indiana Harbor Belt Railroad, said monument also being located South 88° 17' 21" East 185.04 feet from the southwesterly corner of said North Half of the Northeast Quarter of said Section 33 as measured along said southerly line thereof; thence, along said southeasterly right of way line of said railroad, North 40° 25' 04" East 304.78 feet to a concrete monument, the beginning of a curve to the right having a radius of 817.2 feet; thence, in a northeasterly direction along said curve and still along the southeasterly right of way line of said railroad, an arc distance of 768.85 feet to a concrete monument in the southerly right of way line of said railroad, said monument also being located by the arc's long chord North 65° 32' 36" East 740.8 feet from the last

mentioned point; thence, along the southerly right of way line of said railroad, South 88° 08' 02" East 1,310 feet to a point; thence, South 1° 51' 58" West 660 feet to a point; thence, North 88° 08' 02" West 2,192.13 feet to a point in the line of lands of said Indiana Harbor Belt Railroad; thence, by said line, North 29° 32' 51" East 105.27 feet to a concrete monument in the southerly line of the North Half of the Northeast Quarter of Section 33; thence along said line, North 88° 17' 21" West 20.71 feet to the point of beginning; containing 29.358 acres;

Reserving, however, over said Parcel No. 1, unto E. I. du Pont de Nemours and Company, its successors and assigns, an easement 30 feet in width for a sewer line, together with the right of ingress and egress for maintenance, removal or replacement of said line, traversing the parcel herein conveyed in a northerly and southerly direction, the center line of said easement being parallel to the easterly line of the parcel herein conveyed at a distance of 468 feet westerly therefrom, and

Reserving also, to said E. I. du Pont de Nemours and Company, its successors and assigns, an additional area of Parcel No. 1, at the Northerly end of said easement, for a catch basin for sampling sewage, said additional area being described as follows: BEGINNING at the Northeastly corner of said sewer line easement; thence along the Southerly right of way line of the Indiana Harbor Belt Railroad, South 88° 08' 02" East 4.0 feet to a point; thence, South 1° 51' 58" West 10.0 feet to a point, thence North 88° 08' 02" West 4.0 feet to the Easterly line of said sewer line easement; thence, along the said Easterly line of said sewer line easement, North 1° 51' 58" East to the point of beginning, together with the right of ingress and egress for sampling at the catch basin, and

Further reserving unto E. I. du Pont de Nemours and Company, its successors and assigns, an easement for the maintenance, repair and/or replacement of fuel oil storage facilities, including, but not limited to, storage tanks, pipelines and electric lines, on the following described portion of said Parcel No. 1: BEGINNING at a point in the Southerly line of the parcel herein conveyed, said point of beginning being located North 88° 08' 02" West 564.97 feet from the Southeastly corner of said parcel herein conveyed, as measured along the Southerly line thereof; thence, along said Southerly line, North 88° 08' 02" West 100.0 feet to a point in said line; thence, at right angles to the same, North 1° 51' 58" East 130.0 feet to a point; thence, at right angles to the last-mentioned course, south 88° 08' 02" East 100.0 feet to a point; thence, at right angles, South 1° 51' 58" West 130.0 feet to the point of beginning; provided, however, that American Cyanamid Company, its

*Need File # 150*

EASEMENT

FROM

E. I. DU PONT DE NEMOURS AND  
COMPANY

TO

AMERICAN CYANAMID COMPANY

DATED: *June 19, 1950.*

*Recorded June 26, 1950, in  
Book 534, Page 146, in the  
Office of Recorder of Lake County,  
State of Indiana.*

RECEIVED  
JUN 10 1950  
SECRETARYS DEPT.  
CONTRACT FILES  
D. M. J.

successors or assigns, may terminate and cancel this easement for fuel oil storage facilities by not less than six month's written notice that it desires possession of the premises reserved thereby, and upon receipt of such written notice of termination, E. I. du Pont de Nemours and Company, its successors or assigns shall, within six months thereafter, at its own expense, remove from said reserved premises all of its said fuel oil storage facilities and appurtenances located thereon and relocate any fence, whether owned by American Cyanamid Company or by E. I. du Pont de Nemours and Company, surrounding or partially surrounding said reserved premises to conform to the Southerly boundary of the premises herein conveyed. E. I. du Pont de Nemours and Company, its successors and assigns, also agree to bear the cost of any additional fencing required to permit the said oil storage tanks area to be opened to E. I. du Pont de Nemours and Company's Plant, but fenced off from the Plant of American Cyanamid Company.

And the said E. I. du Pont de Nemours and Company (hereinafter referred to as GRANTOR) for itself, its successors and assigns further covenants with the said American Cyanamid Company (hereinafter referred to as GRANTEE) its successors and assigns as follows:

1. The user of the sewer line and catch basin easements hereinbefore referred to and reserved unto GRANTOR, shall not affect GRANTEE's rights, title and/or interest in and to the property subject to these easements, or the free and uninterrupted use thereof by GRANTEE, its grantees, licensees, successors and/or assigns at all times, for any and all purposes not in contravention of these easements herein granted, without in any way limiting GRANTEE's right, title or interest, including the right and power of GRANTEE, its successors or assigns to construct surface roadways, overhead or underground roadways, walkways, telephone lines and overhead and underground wires, and also to dedicate the property, subject to these easements, or any part or portions thereof, for public street, highway and/or alley purposes. GRANTEE agrees, however, not to erect any building or buildings on the said property within the area embraced by said easements. GRANTEE agrees that in installing any surface roadways, overhead or underground roadways, walkways, telephone lines and overhead and underground wires, it will fully protect, in accordance with good engineering practice, and not in any way endanger the existence of, GRANTOR's said sewer line and said catch basin for sampling sewage.

2. GRANTOR agrees to indemnify GRANTEE for and to save it harmless from any loss, costs, expenses, damages, suits or actions filed or liability which it may suffer or be about to suffer by virtue of any accident, injury, or damage to any persons or property resulting directly or indirectly from the installation, operation, maintenance, repairing, replacement or removal of said sewer line, said catch basin for sampling sewage and/or said fuel oil storage and other facilities, or incurred by the negligence of GRANTOR or any of its employees while on the premises of GRANTEE.

Said Parcel No. 1 comprises portions of Tracts 1, 2 and 6 in deed dated October 31, 1936, from The Grasselli Chemical Company to E. I. du Pont de Nemours and Company, and recorded November 17, 1936 in Deed Book 555, Page 310, in the Office of the Recorder of Lake County, State of Indiana.

PARCEL NO. 2:

Beginning at the intersection of the easterly line of Kennedy Avenue with the center line of 151st Street extended easterly, said point of beginning also being located South 88° 17' 21" East 50.02 feet from the northwesterly corner of the South Half of the Northeast Quarter of said Section 33 as measured along the northerly line thereof; thence, along the same, South 88° 17' 21" East 65.73 feet to the northwesterly corner of premises conveyed by The Grasselli Chemical Company to Indiana Harbor Belt Railroad Company by deed dated January 16, 1908 and of record in the Office of the Recorder of Lake County in Deed Book 136, Page 60; thence, along the westerly line of said land now or formerly of said railroad, South 7° 16' 34" West 45.21 feet, to the northeasterly corner of premises conveyed by The Grasselli Chemical Company to Leon C. James by deed dated August 13, 1907 and of record in the office of the Recorder of Lake County in Deed Book 128, Page 220; thence, along the northerly line of said land now or formerly of said Leon C. James, North 88° 17' 21" West 60 feet to the easterly line of Kennedy Avenue; thence, along said easterly line of Kennedy Avenue, North 45.02 feet to the point of beginning; containing 0.065 acre. Said Parcel comprises

29 35  
1906  
29 123



a portion of Tract No. 1 in the aforesaid deed dated October 31, 1936 from The Grasselli Chemical Company to E. I. du Pont de Nemours and Company.

A L S O :

An easement for ingress, egress and regress over land situate, lying and being in Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, comprising a portion of Lot 2, in the South Half of the Northeast Quarter of said Section 33, more particularly bounded and described as follows:

Beginning at the northwesterly corner of the South Half of the Northeast Quarter of said Section 33; thence, along the northerly line thereof, South 88° 17' 21" East 50.02 feet to the northwesterly corner of land just described as Parcel No. 2 herein; thence, along the common boundary line between Kennedy Avenue and said Parcel No. 2, South 45.02 feet to the northwesterly corner of said land now or formerly of Leon C. James; thence North 88° 17' 21" West 50.02 feet to the westerly line of the East Half of said Section 33; thence, along said westerly line of the East Half of Section 33, North 45.02 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said American Cyanamid Company, its successors and assigns, forever, subject, however, to block and zoning ordinances and to easements, right of ways, conditions, restrictions and reservations, if any, contained in prior instruments of record.

AND the said E. I. du Pont de Nemours and Company for itself, its successors and assigns, covenants with the said American Cyanamid Company, its successors and assigns, that it has not made, done, executed or suffered any act or thing whatsoever whereby the above described premises, or any part

thereof, now or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, and the title to the above granted premises against all persons lawfully claiming the same from, through or under it the said E. I. du Pont de Nemours and Company will WARRANT and DEFEND, subject as aforesaid.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused these presents to be signed in its corporate name by its Vice President and its corporate seal to be affixed by its Assistant Secretary, this 19th day of June, 1950.

Attest:

Seal

E. I. du PONT de NEMOURS and COMPANY

F. B. Hess

Assistant Secretary

By W. J. Beadle  
Vice President

APPROVALS	
As to form:	
<u>W. H. Baker</u>	LEGAL DEPT.
<u>W. H. Baker</u>	INDUSTRIAL or AUXILIARY DEPT.
<u>W. H. Baker</u>	REAL ESTATE DIV
<u>W. H. Baker</u>	SERVICE DEPT.
<u>W. H. Baker</u>	Director
<u>W. H. Baker</u>	TREASURER'S DEPT.

Revenue  
Stamps  
#32.45

STATE OF DELAWARE

COUNTY OF NEW CASTLE

SS.

Before me, W. R. Bebout, a Notary Public in and for said County and State, this 19th day of June, 1950, personally appeared E. I. du PONT de NEMOURS and COMPANY by W. J. Beadle and F. B. Hess, its Vice President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

W. R. Bebout  
Notary Public

My commission expires: May 18, 1952

Seal

Pro. Cert.  
attached

Deed File #1502

DEED

FROM

E. I. DU PONT DE NEMOURS AND  
COMPANY

TO

AMERICAN CYANAMID COMPANY

DATED: *June 19, 1950*

RECEIVED  
DEC 10 9  
SECRETARY'S DEPT.  
CONTRACT FILES  
D. M. J.

LAKE COUNTY TITLE COMPANY

*Riley, Ford, Murphy & McArthur  
724 W. Chicago Ave., C.C.*

583529

RELEASE OF EASEMENT

THIS AGREEMENT, made this 18th day of December, 1951, by and between E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware (hereinafter called "Grantor") and AMERICAN CYANAMID COMPANY, a Maine corporation, having an office at 30 Rockefeller Plaza, New York 20, New York (hereinafter called "Grantee");

W I T N E S S E T H :

WHEREAS, heretofore by an instrument dated June 19, 1950 and recorded June 26, 1950 in Book 534, Page 146, et seq.; in the Office of the Recorder of Lake County, State of Indiana, said Grantor granted to the said Grantee, its successors and assigns, a permanent easement twenty (20) feet in width, to install, operate, maintain, repair, replace and remove, together with the right of ingress and egress for such purposes, an eighteen (18) inch sewer pipeline, and all necessary appurtenances, in, through, over and across a tract of land situated in the County of Lake, State of Indiana, the center line of which is described as follows:

BEGINNING at a point in the Southerly line of premises conveyed by Grantor to Grantee by deed, dated June 19, 1950 and recorded June 26, 1950 in Book 865, Page 9, et seq; in the Office of the Recorder of Lake County, State of Indiana, said point being located in the following three courses and distances from the Northwest Corner of the South Half of the Northeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana: (1) South 88° 17' 21" East 205.75 feet along the center line of 151st Street extended easterly to a

STATE OF INDIANA, S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1952 JAN 10 PM 2 15  
BOOK 560 PAGE 278  
LOUIS OPACHAN, RECORDER

monument; thence (2) South 29° 32' 51" West 105.27 feet to a point; thence (3) South 88° 08' 02" East 86.6 feet to a point; said point being the true place of beginning; thence from the said true place of beginning, South 20° 12' West 494.5 feet to a point 20.0 feet East of the Easterly side of Kennedy Avenue; thence, parallel to Kennedy Avenue and 20.0 feet Easterly therefrom, due South 1,082.0 feet to a point; thence South 45° East 210.0 feet, more or less, to the Northwestern bank of the Grand Calumet River; and

WHEREAS, said Grantee desires to surrender and release said easement to Grantor, its successors and assigns, and said Grantor is willing to accept such surrender and release of said easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to it in hand paid and of other good and valuable considerations, receipt whereof is hereby acknowledged, it is agreed as follows:

1. The Grantee hereby surrenders and releases to the Grantor its successors and assigns all that easement hereinabove described, to the intent that such right of Grantee shall henceforth cease and determine and revert, as of the date hereof, to the Grantor, its successors and assigns.

2. The Grantor hereby accepts the surrender and release by the Grantee of said easement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers

thereunto duly authorized and their corporate seals to be  
hereunto affixed all as of the day and year first above  
written.

APPROVALS	
<i>J. H. Harkut</i>	LEGAL DEPT.
For execution:	
<i>Ch. H. Harkut</i>	INDUSTRIAL or AUXILIARY DEPT.
<i>J. H. Harkut</i>	REAL ESTATE DIV.

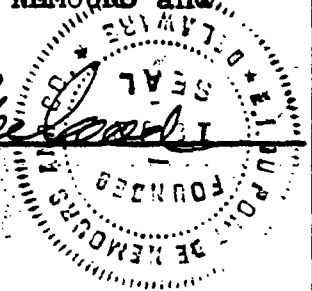
ATTEST:

*[Signature]*  
Assistant Secretary

E. I. du PONT de NEMOURS and  
COMPANY

By: *[Signature]*

SECRETARY



AMERICAN CYANAMID COMPANY

ATTEST:

By: *[Signature]*

Vice President

*[Signature]*  
Assistant Secretary

APPROVED
FOR
12-17-51

STATE OF DELAWARE }  
COUNTY OF NEW CASTLE } SS:

Before me R. R. GRIFFITH, a Notary Public in and for said County and State this 18th day of December, 1951, personally appeared E. I. du PONT de NEMOURS and COMPANY, by Edw. E. Graham and F. S. H. H. H. its Secretary and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

*[Signature]*

State of Delaware, }  
New Castle County, } SS.

I, JAMES M. MALONEY, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, DO

HEREBY CERTIFY, THAT R. R. Griffith, by whom the foregoing affidavit or acknowledgment is certified, now is and was at the date of said affidavit or acknowledgment a Notary Public for the State of Delaware residing in New Castle County, and duly commissioned and qualified as such to take acknowledgment to all deeds and instruments of writing and administering oaths and take affidavits within said State, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the 28th day of December, 1951.

James M. Maloney  
Prothonotary of the Superior Court.

Before me, HAROLD DUNNING a Notary Public, in and for said County and State this 18th day of December, 1951, personally appeared AMERICAN CYANAMID COMPANY, by A. R. Martin and H. W. Wilson, its Vice President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

State of New York, }  
County of New York, } ss.:

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

No. 13177

Form 1

Harold Dunning  
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of DEC, 1951.

PAID 25¢

SEAL

Archibald R. Watson  
County Clerk and Clerk of the Supreme Court, New York County

Deed File # 502  
12/18/1951

**RELEASED**

STATE OF INDIANA, S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1952 JAN 10 PM 2 15

LOUIS OPACHA, RECORDER

**COMPARED  
WITH  
PHOTOSTAT**

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JAN 11 1952  
SECRETARYS DEPT.  
CONTRACT FILES  
P. M. J.

2.50  
1-



LAKE COUNTY TITLE COMPANY

*Pat. Co., Memphis, Tenn.  
1st & 2nd Sts. E.C.*

583530

THIS INDENTURE WITNESSETH, THAT AMERICAN CYANAMID COMPANY, a Maine corporation, having an office at 30 Rockefeller Plaza, New York 20, N. Y., duly licensed to do business in the State of Indiana, hereby grants, bargains, sells and conveys to E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware, duly licensed to do business in the State of Indiana, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, those two certain tracts or parcels of land situate, lying and being in Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, comprising portions of the North Half of the Northeast Quarter and of Lots 1 and 2, in the South Half of the Northeast Quarter of said Section 33, more particularly bounded and described as follows:

PARCEL No. 1:

Beginning at a concrete monument at the intersection of the southerly line of the North Half of the Northeast Quarter of said Section 33 with the southeasterly right of way line of the Indiana Harbor Belt Railroad, said monument also being located South 88° 17' 21" East 185.04 feet from the southwesterly corner of said North Half of the Northeast Quarter of said Section 33 as measured along said southerly line thereof; thence, along said southeasterly right of way line of said railroad, North 40° 25' 04" East 304.78 feet to a concrete monument, the beginning of a curve to the right having a radius of 817.2 feet; thence, in a northeasterly direction along said curve and still along the southeasterly right of way line of said railroad, an arc distance of 768.85 feet to a concrete monument in the southerly right of way line of said railroad, said monument also being located by the arc's long chord North 65° 32' 36" East 740.8 feet from the last mentioned point; thence, along the southerly right of way line of said railroad, South 88° 08' 02" East 1,310 feet to a point; thence, South 10° 51' 58" West 660 feet to a point; thence, North 88° 08' 02" West 2,192.13 feet to a point in the line of lands of

STATE OF INDIANA S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1952 JAN 10 PM 2 15  
BOOK 906 PAGE 136  
LOUIS OPACHAN, RECORDER

*Key 31-43-8*

DULY ENTERED  
FOR TAXATION

JAN 11 1952

*Stanley G. O'Connell*

said Indiana Harbor Belt Railroad; thence, by said line, North 29° 32' 51" East 105.27 feet to a concrete monument in the southerly line of the North Half of the Northeast Quarter of Section 33; thence along said line, North 88° 17' 21" West 20.71 feet to the point of beginning; containing 29.358 acres.

PARCEL No. 2:

Beginning at the intersection of the easterly line of Kennedy Avenue with the center line of 151st Street extended easterly, said point of beginning also being located South 88° 17' 21" East 50.02 feet from the northwesterly corner of the South Half of the Northeast Quarter of said Section 33 as measured along the northerly line thereof; thence, along the same, South 88° 17' 21" East 65.73 feet to the northwesterly corner of premises conveyed by The Grasselli Chemical Company to Indiana Harbor Belt Railroad Company by deed dated January 16, 1908 and of record in the Office of the Recorder of Lake County in Deed Book 136, Page 60; thence, along the westerly line of said land now or formerly of said railroad, South 7° 16' 34" West 45.21 feet, to the northeasterly corner of premises conveyed by The Grasselli Chemical Company to Leon C. James by deed dated August 13, 1907 and of record in the office of the Recorder of Lake County in Deed Book 128, Page 220; thence, along the northerly line of said land now or formerly of said Leon C. James, North 88° 17' 21" West 60 feet to the easterly line of Kennedy Avenue; thence, along said easterly line of Kennedy Avenue, North 45.02 feet to the point of beginning; containing 0.065 acre.

A L S O :

An easement for ingress, egress and regress over land situate, lying and being in Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, comprising a portion of Lot 2, in the South Half of the Northeast Quarter of said Section 33, more particularly bounded and described as follows:

Beginning at the northwesterly corner of the South Half of the Northeast Quarter of said Section 33; thence, along the northerly line thereof, South 88° 17' 21" East 50.02 feet to the northwesterly corner of land just described as Parcel No. 2 herein; thence, along the common boundary line between Kennedy Avenue

and said Parcel No. 2, South 45.02 feet to the Northwesterly corner of said land now or formerly of Leon C. James; thence North 88° 17' 21" West 50.02 feet to the westerly line of the East Half of said Section 33; thence, along said westerly line of the East Half of Section 33, North 45.02 feet to the point of beginning.

BEING the same property described in a deed, dated June 19, 1950 from E. I. du PONT de NEMOURS and COMPANY to AMERICAN CYANAMID COMPANY, recorded June 26, 1950, in Deed Book 865, Page 9 et seq., in the Office of the Recorder of Lake County, State of Indiana.

TO HAVE AND TO HOLD the same together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said E. I. du PONT de NEMOURS and COMPANY, its successors and assigns, forever, subject, however, to block and zoning ordinances and to easements, right of ways, conditions, restrictions and reservations, if any, contained in prior instruments of record.

And the said AMERICAN CYANAMID COMPANY for itself, its successors and assigns, covenants with the said E. I. du PONT de NEMOURS and COMPANY, its successors and assigns, that it has not made, done, executed or suffered any act or thing whatsoever whereby the above described premises, or any part thereof, now or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, and the title to the above granted premises against all persons lawfully claiming the same from, through or under it the said AMERICAN CYANAMID COMPANY will WARRANT and DEFEND, subject as aforesaid.

IN WITNESS WHEREOF, the said AMERICAN CYANAMID

has caused these presents to be signed in its corporate name by a Vice President and its corporate seal to be affixed by an Assistant Secretary, this 18th day of December , 1951.

AMERICAN CYANAMID COMPANY

By:

Vice President  
G. R. Martin

ATTEST:

Assistant Secretary  
H. W. Wilson



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:

Before me, HAROLD DUNNING, a Notary Public in and for said County and State, this 18th day of December, 1951, personally appeared AMERICAN CYANAMID COMPANY, by G. R. Martin and H. W. Wilson, its Vice President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

HAROLD DUNNING  
Notary Public, State of New York  
No. 03-6120050  
Qualified in Bronx County  
Commission filed with  
Bronx, New York, Kings and Queens County  
Clerk's and Register's Offices  
Commission Expires March 30, 1952

Notary Public  
Harold Dunning

State of New York, }  
County of New York, } ss:

No. 13178

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York, that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this

day of

DEC 1951

FEE PAID 25¢

Archibald R. Watson  
County Clerk and Clerk of the Supreme Court, New York County

BOOK 906 PAGE 139

Deed File # 1502  
12/18/1951

STATE OF INDIANA S. S. NO.  
LAKE COUNTY  
FILED FOR RECORD

1952 JAN 10 PM 2 15

LOUIS OPACHAN. RECORDER

COMPARED  
WITH  
PHOTOSTAT

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RECEIVED  
JAN 14 1952  
SECRETARY'S DEPT.  
CONTRACT FILES  
P. M. J.

THIS AGREEMENT, made this 30<sup>th</sup> day of June, 1953, by and between E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware, herein referred to as "DU PONT", and THE TEXAS PIPE LINE COMPANY, a Texas corporation, of Houston, Texas, herein referred to as "TEXAS",

W I T N E S S E T H :

In consideration of the sum of Two Thousand Five Hundred Ninety-two Dollars and Sixty-one Cents (\$2592.61), paid to DU PONT by TEXAS, receipt of which is hereby acknowledged, and of the covenants and agreements of TEXAS, hereinafter contained, by it to be respectively kept and performed and subject to the terms, conditions and reservations hereinafter expressed, DU PONT grants to said TEXAS, its successors and assigns, a right-of-way for and the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of and remove a 16-inch pipeline, including all necessary appurtenances thereto, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, in, under, through and across a certain tract or parcel of land belonging to DU PONT, lying and being in Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, along a way sixty feet (60') in width, the center line of which is described as follows:

Beginning at a point in the middle of the Grand Calumet River thirty (30) feet East of the North and South center line of the Southeast Quarter (SE 1/4) of said Section 34, said point also being in South Boundary line of land of DU PONT; running thence Northerly thirty (30) feet East of and parallel with the said North and South center line of the Southeast Quarter (SE 1/4) of said Section 34 twelve hundred thirty-eight (1238) feet to a point one hundred sixty-two (162) feet South and

thirty (30) feet East of the Northwest corner of Lot No. 1 in the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4) of Section 34, said point being thirty (30) feet from the Southwesterly right-of-way line of the Chicago South Shore and South Bend Railroad, the Easterly Boundary line of land of DU PONT; thence North 29° 28' 30" West thirty (30) feet from and parallel with the said Southwesterly right-of-way line of the Chicago South Shore and South Bend Railroad six hundred fifty-six (656) feet; thence North 54° 29' West twelve hundred thirty-one and fifty-eight hundredths (1231.58) feet to a point on the North and South center line of said Section 34, said point being eleven hundred eight and eighty-two hundredths (1108.82) feet North of the center of said Section 34 and thirty (30) feet from the Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence continuing on the same course thirty (30) feet from and parallel with the said southwesterly right-of-way line of the Indiana Harbor Belt Railroad three hundred seventy-nine and twenty-two hundredths (379.22) feet to a point on the East and West center line of the Northwest Quarter (NW 1/4) of said Section 34, said point being ten hundred six and ten hundredths (1006.10) feet East of the center of the said Northwest Quarter (NW 1/4) of Section 34; thence continuing on the same course six hundred sixty-three (663) feet to a point four hundred fifty-eight (458) feet East and three hundred seventy-three (373) feet North of the center of the said Northwest Quarter (NW 1/4) of Section 34; thence North 12° 44' West thirty-two (32) feet to the said Southwesterly right-of-way line of the Indiana Harbor Belt Railroad; thence continuing on the same course sixty-five (65) feet to the Northeasterly right-of-way line of the said Indiana Harbor Belt Railroad, said line being the Southwesterly boundary of a parcel of land owned by DU PONT lying between the right-of-ways of the Indiana Harbor Belt Railroad and the Chicago South Shore and South Bend Railroad; thence on the same course seventy-eight (78) feet to a point on the Northerly line of the said parcel of land owned by DU PONT, said point being one hundred eighty-one (181) feet East of the West end of the said parcel of land owned by DU PONT; a total distance of forty-two hundred seventy-seven and eighty hundredths (4277.80) feet more or less; excepting from the land herein granted any portion thereof embraced within the right-of-way of the Indiana Harbor Belt Railroad not owned by DU PONT;

Said right-of-way being shown delineated by a red line on photostat of map of The Texas Pipe Line Company Engineering Div., Tulsa, Okla., Drawing No. 1697 as revised April 22, 1953 entitled "Plat Showing Location of Proposed 16" Steel Pipeline on the E. I. du Pont de Nemours & Company Property" hereto attached and hereby made a part hereof.

Together with all rights (and privileges) necessary and convenient for the full enjoyment and use of the rights (and privileges) herein granted for the purpose above described, including the right of ingress and egress to and from the said pipeline,<sup>s</sup> (for all purposes of this grant,) it being understood that such right of access shall be confined to the (right-of-) way herein granted unless, upon request of TEXAS, the written permission of DU PONT's local Plant Manager to use any other means of ingress and egress thereto over the land of DU PONT shall first be obtained, said permission to specify the way to be used, the time of such use and the period during which said alternate way may be used.

TO HAVE AND TO HOLD the said easement unto the said TEXAS, its successors and assigns, forever, subject to all existing easements and right-of-ways whatsoever and to all rights, easements, restrictions, conditions and covenants of record.

TEXAS covenants and agrees with DU PONT that it will at its own expense construct, maintain, operate, replace, repair and remove said pipeline in accordance with good engineering practice and in such a manner that said pipeline will be at all times in good and safe order, condition and repair and in so doing and in removing same to interfere in no unreasonable way and as little as possible with DU PONT's operations upon its land or in its use thereof.

TEXAS further agrees that said pipeline shall be buried at least 30 inches (30") beneath the surface of the land, measured from the top of the pipe line and that the surface of the land through which said pipeline passes, whenever opened up, shall be restored to a condition as near as practicable to the condition thereof prior to the said disturbance.



9 TEXAS (covenants and agrees that it will exercise the rights herein granted at its own risk; that TEXAS, its employees, agents, representatives, contractors or subcontractors or any of their employees, agents or representatives shall be bound by such reasonable rules of safety as DU PONT may from time to time adopt and of which it shall notify TEXAS; that all such persons while on DU PONT'S land will attend strictly to the business of exercising said rights and that none of them will enter or wander about the land of DU PONT where he has no business.

TEXAS (covenants and agrees to indemnify and keep DU PONT, its successors and assigns, safe and harmless from any loss, damage, claim or liability on account of death or injury of any person or damage to any property resulting from or growing out of the exercise by TEXAS of the rights herein granted or assumed in connection therewith, or on account of death or injury of any of the employees, agents, representatives of TEXAS or of its contractors, subcontractors or any of their employees, agents or representatives, or damage to the property of any of them, from any cause occurring while he or it is upon DU PONT'S land for or in connection with the rights herein granted or on account of any damage from any cause occurring to any property of TEXAS upon the land of DU PONT and particularly such as may result or arise from the operation or nature of DU PONT'S business upon its land.

DU PONT (for itself, its successors and assigns, reserves the right fully to use and enjoy said right-of-way, or any right-of-way substituted therefor as hereinafter provided, for any purpose and in any manner that does not unreasonably interfere with the rights herein granted to TEXAS.

DU PONT reserves the right exercisable at any time or from time to time in the event DU PONT has need of the whole or part of said right-of-way or any right-of-way or location substituted therefor to relocate in whole or part said right-of-way or said pipeline or its appurtenances to another suitable location or locations or along a suitable route, provided it notifies TEXAS thereof in writing and in said writing designates the new or substituted location or route; and thereupon TEXAS shall at its sole expense relocate said pipeline and appurtenances thereto upon such substituted location or along such substituted route within ninety (90) days after the receipt of said notice; and, if TEXAS should fail so to relocate said pipeline and appurtenances thereto, or part thereof, as requested, DU PONT shall at the expense of TEXAS have the right to relocate the same. Upon such relocation, the description herein of the right-of-way along which said relocated line extended prior to relocation shall be deemed amended to describe such new or substituted right-of-way in lieu of said previous right-of-way and the parties hereto shall thereupon execute a proper recordable instrument so amending said description.

It is agreed between the parties hereto that, in case of abandonment by TEXAS of the rights hereinbefore granted to it, such rights shall cease and all interest of TEXAS, its successors and assigns, in and to the land affected by virtue hereof shall revert to the owner of the fee thereof, and TEXAS shall execute a proper recordable instrument releasing said right-of-way. Said right-of-way shall be deemed abandoned if the line thereon is not constructed within a period of two (2) years from the date hereof or if same is not maintained or operated for a period of two (2) consecutive years, excluding

any period during which the same is not used because of acts of God, fire, the elements, war, invasion, strikes, lockouts, sabotage, accidents or because of any cause beyond the control of TEXAS. In the event of abandonment by TEXAS of the rights herein granted to it, TEXAS shall remove said line and leave the property affected in the same condition as it now is or may be put by DU PONT. Should TEXAS, their successors or assigns, so fail to remove its said property, DU PONT, its successors or assigns, may do said work at the cost of TEXAS, its successors or assigns.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have respectively caused this instrument to be executed in their names by their respective proper officers thereunto duly authorized, the day and year first above written.

Attest:

J. Hess  
Assistant Secretary

Attest:

W. L. Walker  
Secretary

E. I. du PONT de NEMOURS and  
COMPANY

By

J. H. Smith  
ASST. DIRECTOR, SECRETARY'S DEPARTMENT

THE TEXAS PIPE LINE COMPANY

By

J. H. Smith  
President

Approved as to form  
CAN

APPROVALS
<u>Mellus</u> LEGAL DEPT.
For execution.
INDUSTRIAL or AUXILIARY DEPT.
<u>W. L. Walker</u> REAL ESTATE DIV.
<u>W. L. Walker</u> SECRETARY'S DEPT.
TREASURER'S DEPT.

\$3.30 Revenue Stamp

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

SS.

Before me J. B. Gorman, a Notary  
Public in and for said County and State, this 30th day  
of June, 1953, personally appeared E. I. du  
PONT de NEMOURS and COMPANY by C. J. HARRINGTON  
and F. C. HESS, its ASST. DIRECTOR, SECRETARY'S DEPARTMENT and  
ASSISTANT SECRETARY, respectively, and acknowl-  
edged the execution of the foregoing instrument.

J. B. Gorman  
Notary Public

My commission expires February 9, 1955.

STATE OF Texas  
COUNTY OF Harris } SS.

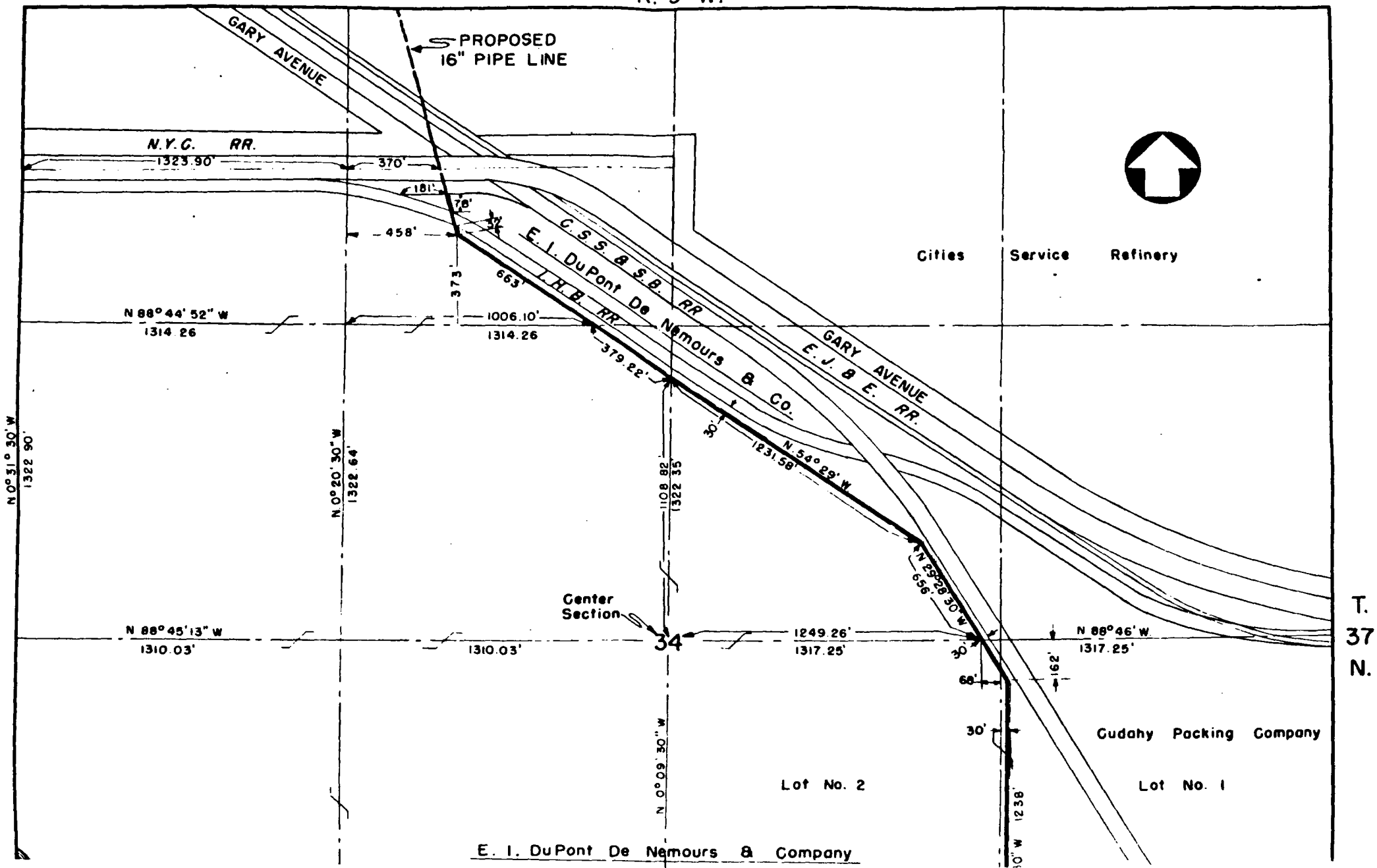
Before me, Ruth M. Norris, a Notary  
Public in and for said County and State, this 3d day  
of June, 1953, personally appeared THE TEXAS  
PIPE LINE COMPANY by J. W. Emison and W. L. Walker,  
its President and Secretary, respectively,  
and acknowledged the execution of the foregoing instrument.

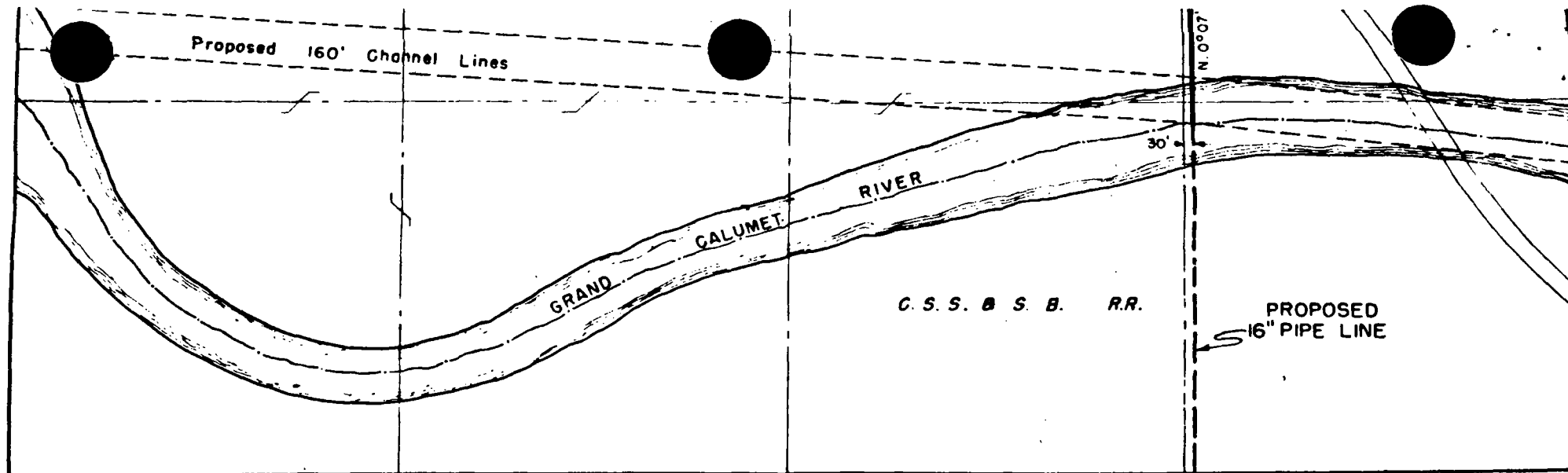
Ruth M. Norris  
Notary Public

My commission expires June 1, 1955.

Signed: RUTH M. NORRIS

R. 9 W.





**Note:**

Location of the pipe line was surveyed  
and computed from data taken from "Plot  
of Survey DuPont File F381-D2."

Engin

LOC/  
LINE

Scoll  
Draw  
Trace  
Chec

AGREEMENT

Between

E. I. du PONT de NEMOURS  
AND COMPANY

and

THE TEXAS PIPE LINE COMPANY

Dated *June 30,* 1953

*Original recorded  
in Book 593,  
Page 607  
of the Records of  
Lake County, Indiana*

RECEIVED

DEC 10 1959

SECRETARY'S DEPT.  
CONTRACT FILES

THIS AGREEMENT, made this 14th day of September, 1953, by and between E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of Wilmington, Delaware, herein referred to as "DU PONT", and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, of Hammond, Indiana, herein referred to as "SERVICE COMPANY",

W I T N E S S E T H :

In consideration of the sum of Thirteen Hundred Eighty-eight Dollars and sixty-three cents (\$1388.63), paid to DU PONT by SERVICE COMPANY, receipt of which is hereby acknowledged, and of the covenants and agreements of SERVICE COMPANY, hereinafter contained, by it to be respectively kept and performed and subject to the terms, conditions and reservations hereinafter expressed, DU PONT grants to said SERVICE COMPANY, its successors and assigns, the right and authority to construct, erect, maintain, operate, repair, replace and renew a line of towers and poles, and the right and authority to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general to be used for light, heat, power, telephone and/or other purposes in, upon, along and over a portion of a strip of land one hundred fifty (150) feet wide, situated in the South One-half (S 1/2) of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, County of Lake and State of Indiana,

Recorded 9/25/53

Bk 598 p 310

L. L. Smith, Jr.



which portion is bounded on the north by the southwesterly right of way line of the Chicago, South Shore and South Bend Railroad and on the south by the center line of the Grand Calumet River, which center line is the southerly boundary line of land of DU PONT and also the common corporation line between the cities of East Chicago and Hammond, Lake County, Indiana, the center line of which strip of land is described as follows, to-wit:

Beginning at a point marked by an iron pipe driven into the ground, said point being three hundred thirty-five (335) feet north of the south line of said South One-half (S 1/2) of said Section 34, said point also being one hundred twenty (120) feet west of the west line of the Southeast Quarter (SE 1/4) of said Section 34; thence running northeasterly a distance of two thousand five hundred sixty-two and eleven hundredths (2,562.11) feet to a point marked by an iron pipe driven into the ground, said point being nine hundred seventy and fifty-three hundredths (970.53) feet west of the east line of said Section 34 measured at right angles to the said east line of said Section 34, and measured from a point which is four hundred three (403) feet south of the northeast corner of the Southeast Quarter (SE 1/4) of said Section 34;

(The NE 1/4  
1,388.63' of  
this line is  
on DuPont  
property)

Said right of way upon the land of DU PONT being shown outlined in red on Sheet 1 photostat of plat of survey prepared by Rubright-Fabian Engineers, Inc., Hammond, Indiana, for Northern Indiana Public Service Co., dated April 1953, entitled, "Right of Way in Sec. 34, Township 37 North, Range 9 West, 2nd P. M. Hammond and East Chicago, Indiana," hereto attached and hereby made a part hereof.

Together with all rights and privileges necessary and convenient for the full enjoyment and use of the rights and privileges herein granted for the purpose above described, including the right to cut and keep clear all trees and undergrowth along said right of way and all trees adjacent thereto that may in any way interfere with the operation of said line and the right of ingress and egress to and from the said right of way for all purposes of this grant, it being understood that

such right of access shall be confined to the right of way herein granted unless, upon request of SERVICE COMPANY, the written permission of DU PONT's local plant manager to use any other means of ingress and egress thereto over the land of DU PONT shall be first obtained, said permission to specify the way to be used, the time of such use and the period during which said alternate way may be used.

TO HAVE AND TO HOLD the said easement unto the said SERVICE COMPANY, its successors and assigns, forever, subject to all existing easements and right of ways whatsoever and to all rights, easements, restrictions, conditions and covenants of record and particularly to that certain pipe line right of way granted to The Texas Pipe Line Company by DU PONT by agreement dated June 30, 1953, and recorded in the Recorder's Office, Lake County, Indiana, in Book 593, page 607.

SERVICE COMPANY covenants and agrees with DU PONT that SERVICE COMPANY will at its own expense construct, maintain, operate, replace, repair and remove said tower line and the structures and appurtenances connected therewith in accordance with good engineering practice and in such a manner that said equipment will be at all times in good and safe order, condition and repair and in so doing and in removing same to interfere in no unreasonable way and as little as possible with DU PONT's operations upon its land or in its use thereof.

SERVICE COMPANY covenants and agrees that it will exercise the rights herein granted at its own risk; that SERVICE COMPANY, its employees, agents, representatives, contractors or subcontractors or any of their employees, agents or representatives shall be bound by such reasonable rules of safety as DU PONT may from time to time adopt and of which it shall notify SERVICE COMPANY; that all such persons while on DU PONT's

rights and that none of them will enter or wander about the land of DU PONT where he has no business.

SERVICE COMPANY covenants and agrees to indemnify and keep DU PONT, its successors and assigns, safe and harmless from any loss, damage, claim, demand or liability on account of death or injury of any person or damage to any property resulting from or growing out of the exercise by SERVICE COMPANY of the rights herein granted or assumed in connection therewith, or on account of death or injury of any of the employees, agents or representatives of SERVICE COMPANY or of its contractors, subcontractors or any of their employees, agents or representatives, or damage to the property of any of them, from any cause, except DU PONT's own negligence, occurring while he or it is upon DU PONT's land for or in connection with the rights herein granted or on account of any damage from any cause, except DU PONT's own negligence, occurring to any property of SERVICE COMPANY upon the land of DU PONT and particularly such as may result or arise from the operation or nature of DU PONT's business upon its land.

DU PONT for itself, its successors and assigns, reserves the right fully to use and enjoy said right of way, or any right of way substituted therefor as hereinafter provided, for any purpose and in any manner that does not unreasonably interfere with the rights herein granted to SERVICE COMPANY.

DU PONT reserves the right exercisable at any time or from time to time, in the event DU PONT has need of the whole or part of said right of way or any right of way or location substituted therefor (said right of way or portion thereof needed by DU PONT being herein referred to as "OLD RIGHT OF WAY"), to substitute for OLD RIGHT OF WAY a new and

suitable right of way (herein referred to as "SUBSTITUTE RIGHT OF WAY"), provided that the ends of SUBSTITUTE RIGHT OF WAY shall respectively be the ends of OLD RIGHT OF WAY; and provided that DU PONT notifies SERVICE COMPANY thereof in writing and in said writing designates SUBSTITUTE RIGHT OF WAY; and thereupon SERVICE COMPANY shall at its sole expense relocate said tower line or lines and the appurtenances thereto upon SUBSTITUTE RIGHT OF WAY within one (1) year after the receipt of said notice; and, if SERVICE COMPANY should fail so to relocate said tower line and the appurtenances thereto, or part thereof, as requested, DU PONT shall at the expense of SERVICE COMPANY have the right to relocate the same. Upon such relocation, the description herein of OLD RIGHT OF WAY shall be deemed amended to describe SUBSTITUTE RIGHT OF WAY, and the parties hereto shall thereupon execute a proper recordable instrument so amending said description.

It is agreed between the parties hereto that, in case of abandonment by SERVICE COMPANY of the rights hereinbefore granted to it, such rights shall cease and all interest of SERVICE COMPANY, its successors and assigns, in and to the land affected by virtue hereof shall revert to the owner of the fee thereof, and SERVICE COMPANY shall execute a proper recordable instrument releasing said right of way. Said right of way shall be deemed abandoned if the line thereon is not constructed within a period of five (5) years from the date hereof or if same is not maintained or operated for a period of five (5) consecutive years, excluding any period during which the same is not used because of acts of God, fire, the elements, war, invasion, strikes, lock-outs, sabotage, accidents or because of any cause beyond the control of SERVICE COMPANY. In the event of abandonment by SERVICE COMPANY of the rights herein granted to it, SERVICE COMPANY shall

remove said line or lines and leave the property affected in the same condition as it now is or may be put by DU PONT. Should SERVICE COMPANY, its successors or assigns, so fail to remove its said property, DU PONT, its successors or assigns, may do said work at the cost of SERVICE COMPANY, its successors or assigns.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have respectively caused this instrument to be executed in their names by their respective proper officers thereunto duly authorized, the day and year first above written.

E. I. du PONT de NEMOURS and  
COMPANY

Attest:

*H. J. Cash*  
Assistant Secretary

By

*[Signature]*  
ASST. DIRECTOR, SECRETARY'S DEPARTMENT

NORTHERN INDIANA PUBLIC SERVICE  
COMPANY

Attest:

*[Signature]*  
Secretary

By

*[Signature]*  
VICE PRES.

*Form approved, subject to OK 9/2/53*  
*Joseph B. Lawyer*

APPROVALS	
<i>[Signature]</i>	LEG. DEPT.
For execution:	
<i>WBS 7/22</i>	INDUSTRIAL or AUXILIARY DEPT.
<i>[Signature]</i>	REAL ESTATE DIV.
<i>[Signature]</i>	SECRETARY'S DEPT.
TREASURER'S DEPT.	



STATE OF DELAWARE  
COUNTY OF NEW CASTLE

} SS.

Before me, L. B. Gorman, a Notary  
Public in and for said County and State, this 14<sup>th</sup> day of  
September, 1953, personally appeared E. I. du PONT  
de NEMOURS and COMPANY by C. J. HARRINGTON and  
D. Irving Cashell, its ASST. DIRECTOR, SECRETARY'S DEPARTMENT and  
Assistant Secretary, respectively, and acknowledged  
the execution of the foregoing instrument.

L. B. Gorman  
Notary Public

My commission expires February 9, 1955.

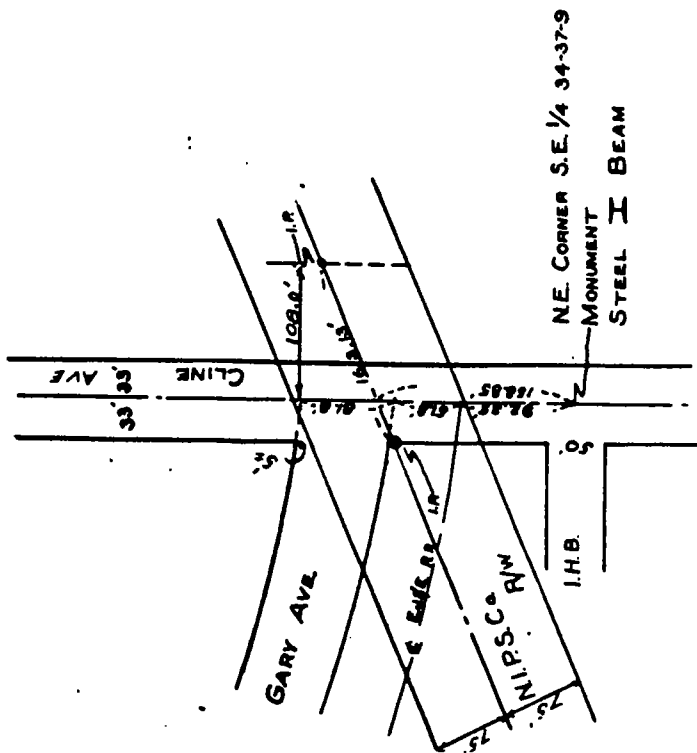
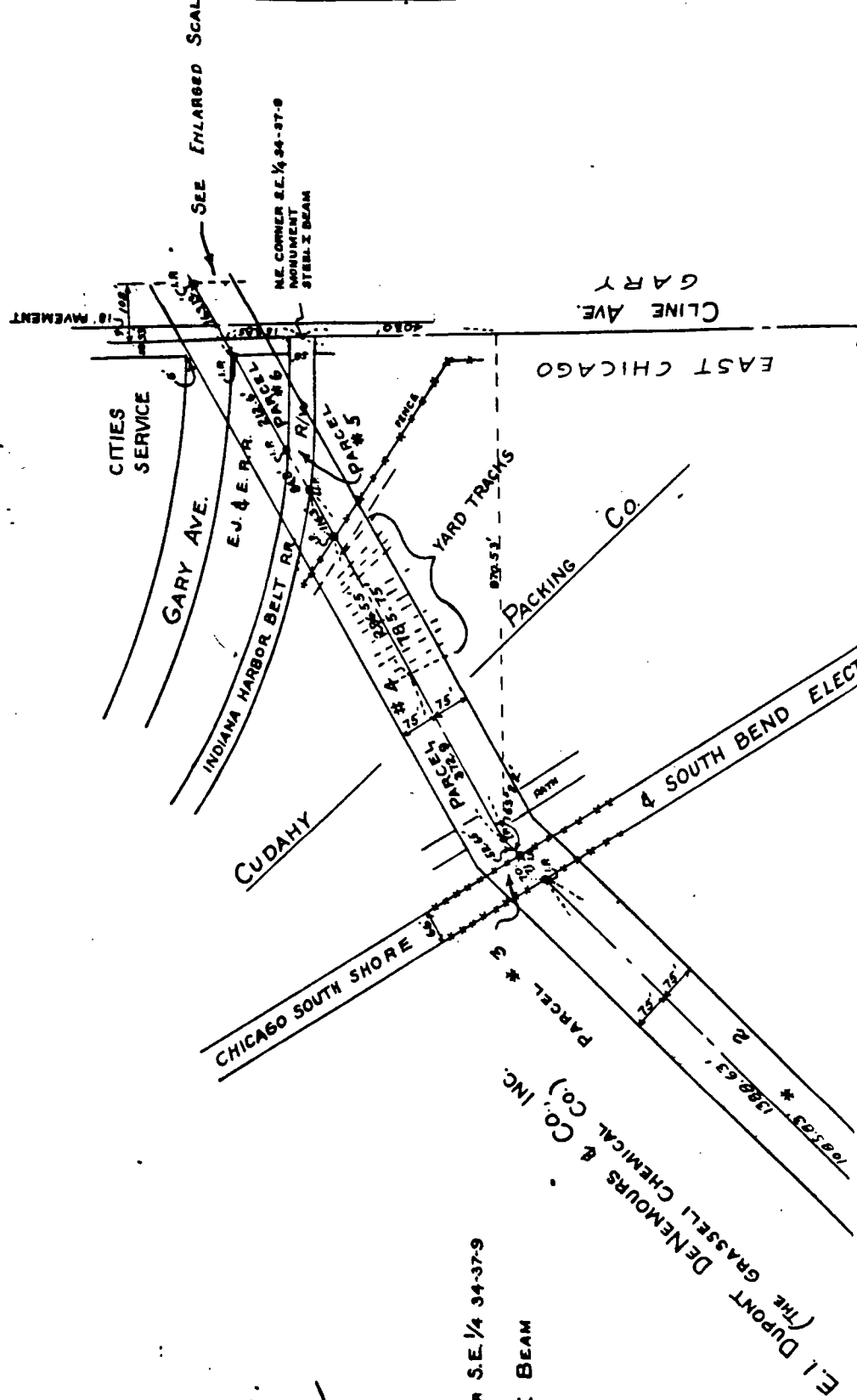
STATE OF INDIANA  
COUNTY OF LAKE

} SS.

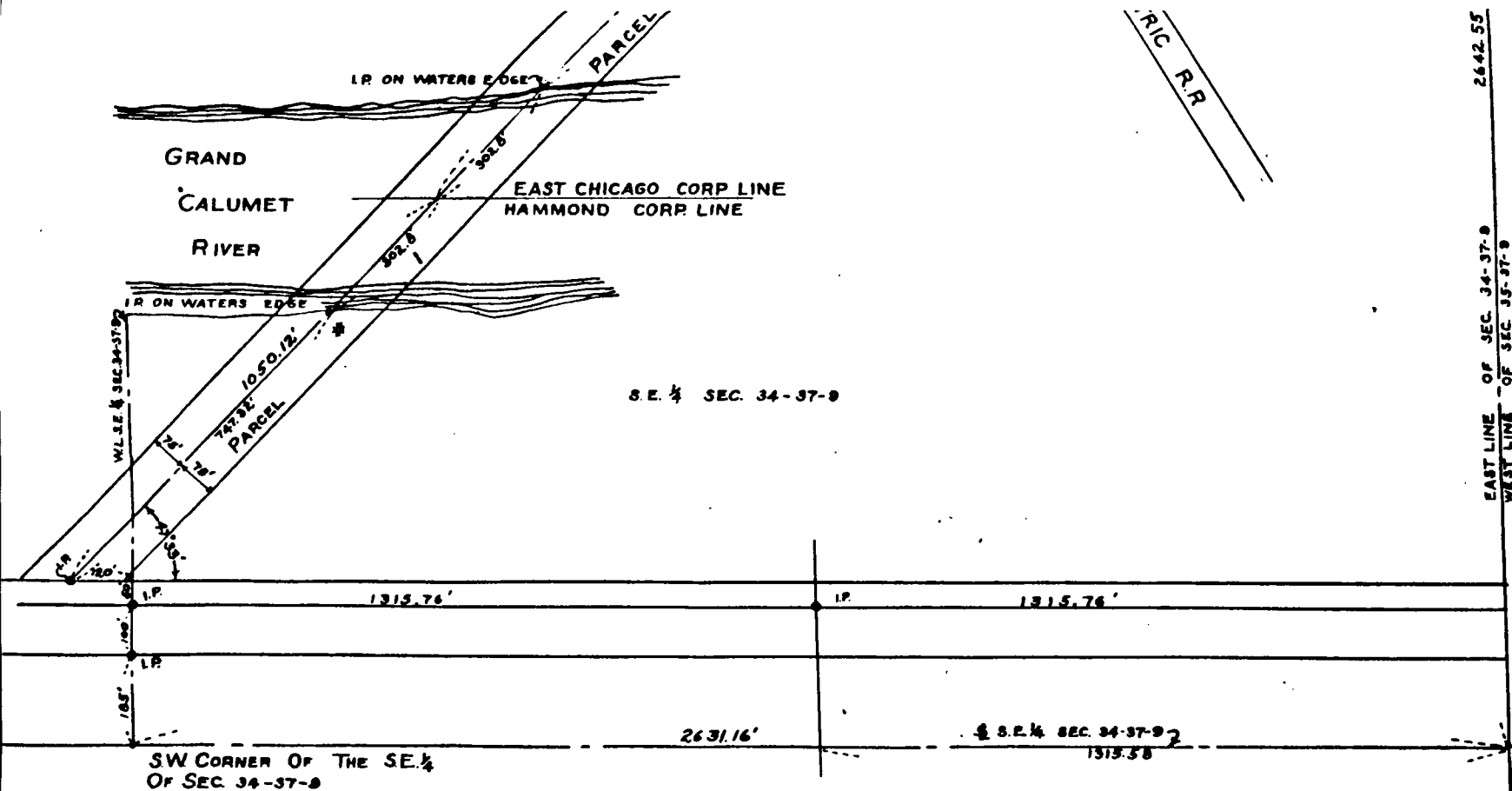
Before me, Fred A. Kolb, a Notary  
Public in and for said County and State, this 9<sup>th</sup> day  
of September, 1953, personally appeared NORTHERN INDI-  
ANA PUBLIC SERVICE COMPANY by W. A. McDonough  
and F. E. Thacker, its Vice President  
and Secretary, respectively, and acknowl-  
edged the execution of the foregoing instrument.

Fred A. Kolb  
Notary Public

My commission expires November 11, 1953.



SCALE 1" = 100' 0"



MONUMENT  
 S.E. COR. 34-37-9  
 STEEL RAIL

PLAT OF SURVEY  
 For  
 NORTHERN INDIANA PUBLIC SERVICE CO.  
 HAMMOND, INDIANA

RIGHT OF WAY IN  
 SEC. 34 TOWNSHIP 37 NORTH RANGE 9 WEST 4TH PM  
 HAMMOND AND EAST CHICAGO, INDIANA  
 BOOK 1-200-0 APRIL 1933

RUSRIGHT-FABIAN ENGINEERS, INC.  
 5451 HAMMON AV. HAMMOND, IND. PHONE REGR 1844  
 SHEET 1



*Deed File # 1502*

EASEMENT AGREEMENT

between

E. I. du PONT de NEMOURS  
and  
COMPANY

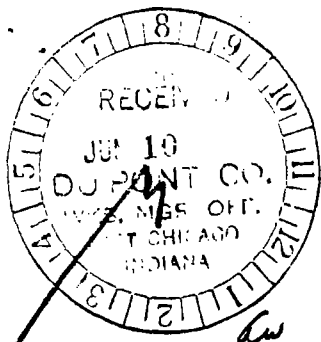
and

NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

Dated *September 14,* 1953

*Original recorded  
9/25/1953 as Document  
No. 709396 in the records  
of the Recorder of  
Lake County, Indiana,  
in Book 598, Page 310.*

SECRETARY'S DEPT.  
CONTRACT FILES  
D.M.B.



INDIANA TOLL ROAD COMMISSION  
309 West Washington Street  
Indianapolis 4, Indiana

RIGHT OF ENTRY

East-West Toll Road Project  
Parcel No. 6-B

Owner: E. I. du Pont de Nemours  
and Company

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned, hereinafter called the "OWNER", grants to the INDIANA TOLL ROAD COMMISSION, hereinafter called the "COMMISSION", the right to enter upon the following described real estate belonging to the OWNER and situated in Lake County, Indiana, to-wit:

Part of the land of the OWNER named herein, which land is described in Deed of Conveyance to said OWNER dated November 17, 1936 and recorded in Deed Record No. 555, Page 310, in the Office of the Recorder of Lake County, Indiana.

The parcels herein referred to shall be in, and/or adjoining the right of way of the Indiana East-West Toll Road as designated by Parcel Numbers and located by surveys and shown on centerline plan plats on file in the Recorder's Office of Lake County, Indiana.

The following parcels are of land lying between the plan centerline and the plan easement line required for channel change.

Description of this property is as follows:

Part of lots numbered 3 and 4 in the South one-half of the Southwest one-quarter of Section 34, Township 37 North, Range 9 West of the 2nd

Amh  
6/1/55

Principal Meridian, including land between the Meander Line of United States Government Survey of year 1835 and the Centerline of the Grand Calumet River, the same being more particularly described as follows:

Commencing at a stone at the center of said Section 34; thence North 88 degrees 45 minutes 13 seconds West on the North line of the Southwest one-quarter of said Section, 1310.03 feet to the East line of said Lot No. 4; thence South 0 degrees 01 minutes 30 seconds West on the East line of said Lot No. 4, a distance of 2239.11 feet to the centerline of the Grand Calumet River and to the true place of beginning of this description; thence from said beginning point running with the centerline of the said River the following courses: South 80 degrees West 63 feet; North 87 degrees West 190 feet; North 75 degrees West 230 feet; North 63 degrees West 270 feet; North 56 degrees West 210 feet; North 45 degrees West 122 feet, more or less to a point 90 degrees Northerly of Station 659 + 00 of the centerline of the Indiana East-West Toll Road; thence North 0 degrees 47 minutes 17 seconds East, 35 feet more or less, to a point which is 500 feet Northerly, measured at right angles from Station 659 + 00 on the centerline of the Indiana East-West Toll Road; thence South 89 degrees 12 minutes 43 seconds East on a line parallel with the said Toll Road Centerline, 1700 feet to a point which is 500 feet Northerly measured at right angles to the centerline of said Toll Road at Station 676 + 00, thence South 0 degrees 47 minutes 17 seconds West, 125 feet, more or less, to the centerline of the Grand Calumet River; thence on the centerline of the said River the following courses: South 56 degrees West 35 feet, more or less; South 59 degrees West 177 feet; South 72 degrees 05 minutes West 424.5 feet; South 80 degrees West 146 feet to the East line of said Lot No. 4 and the point and place of beginning.

Said right of entry shall be for the purpose of channel change of the Grand Calumet River, together with the right to perform such acts as may be necessary for said purpose.

The OWNER in granting this right of entry, does not relinquish any right to compensation and/or damages as now provided by law, and the COMMISSION recognizes the

cooperation of the OWNER in granting this voluntary entry, and will proceed promptly to conclude negotiations with said OWNER, looking toward a settlement based upon a fair and just compensation for the real estate to be acquired and such other damages to which the OWNER may be entitled under the law. The COMMISSION enters at own risk and shall hold the OWNER harmless for any and all damages arising from the exercise of this right of entry. Entrance granted from Toll Road Right of Way only.

Dated this 27<sup>th</sup> day of MAY, 1955.

APPROVALS
<i>AS Shuman</i>
LEGAL DEPT.
FOR SECRETARY
INDEXED R.A. <i>mea</i>
AUXILIARY DE.
<i>WKS 5/25</i>
REAL ESTATE

Attest:

*A. C. Miller*  
Assistant Secretary

E. I. du PONT de NEMOURS and  
COMPANY

By *J. L. Connelley*  
DIRECTOR, SECRETARY'S DEPARTMENT

APPROVED BY:

*George A. Purvis*  
Chief Right of Way  
Attorney

INDIANA TOLL ROAD COMMISSION

By *William F. Smith*  
Chief of Right of Way  
Section

J. E. GREINER COMPANY

By \_\_\_\_\_

*Deed File #1502*

RIGHT OF ENTRY

FROM

E. I. DU PONT DE NEMOURS  
AND COMPANY

TO

INDIANA TOLL ROAD  
COMMISSION

DATED: *May 27, 1955*

RECEIVED  
JUN 1 1955  
SECRETARY'S DEPT.  
CONTRACT FILES  
D. M. J.

INDIANA TOLL ROAD COMMISSION  
309 WEST WASHINGTON STREET  
INDIANAPOLIS 4, INDIANA

OPTION AND CONTRACT TO PURCHASE

East-West Toll Road Project

Parcel No. 6-B

THIS AGREEMENT, made this 16<sup>TH</sup> day of  
JUNE, 1955, by and between E. I. du PONT  
de NEMOURS and COMPANY, 1007 Market Street, Wilmington,  
Delaware, hereinafter referred to as "GRANTOR", and  
the INDIANA TOLL ROAD COMMISSION, a body both corporate  
and politic, hereinafter referred to as "COMMISSION",

W I T N E S S E T H :

THAT IN CONSIDERATION of the sum of One  
Dollar (\$1.00), in hand paid by COMMISSION, receipt  
of which is hereby acknowledged by GRANTOR, and other  
valuable consideration herein expressed, GRANTOR,  
upon the exercise by COMMISSION of the option hereby  
granted, agrees:

1. To convey or cause to be conveyed to the  
State of Indiana or as otherwise designated by COMMIS-  
SION, by special warranty deed, executed by all parties  
in interest, the following described real estate  
situated in Lake County, Indiana, to-wit:

Parcel 6-B

Part of the Southwest Quarter ( $\frac{1}{4}$ ) of  
Section Thirty-four (34), Township Thirty-  
seven (37) North, Range Nine (9) West, bounded  
and described as follows:

BEGINNING at a point in the southerly  
property line of GRANTOR, which point is also  
on the centerline of the present channel of  
the Grand Calumet River, said point being  
N 0° 47' 17" E (376.21) feet from Station 660 +  
40 on the centerline of the Indiana East-West

324.71

Toll Road (a centerline survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence the following three (3) courses and distances along the centerline of the proposed new channel of the Grand Calumet River, (1) southeasterly on a curve to the left having a radius of 1000 feet an arc distance of 453.79 feet to a point (which point is 449.90 feet S 76° 12' 41" E as measured along the chord of said curve), (2) S 89° 12' 43" E 638.26 feet to a point of curvature, (3) northeasterly on a curve to the left having a radius of 1000 feet a distance of 453.79 feet to a point on the centerline of the present channel of the Grand Calumet River, which point is in the southerly property line of GRANTOR; thence along the present centerline of the Grand Calumet River and the southerly property line of GRANTOR southwesterly, westerly and northwesterly, to the point and place of beginning; containing three (3) acres, more or less;

BEING a part of the same land and premises that The Grasselli Chemical Company granted and conveyed to E. I. du Pont de Nemours and Company as Tracts No. 3 and 4 in a deed dated October 31, 1936 and recorded in the Office of the Recorder of Deeds for Lake County, Indiana, in Book 555, Page 310.

The above described tract being situate in part in the right of way of, and in part abutting the Indiana East-West Toll Road as located by surveys and shown on centerline plan plats on file in the Recorder's Office of Lake County, Indiana, and is that portion of GRANTOR'S property lying between the present centerline of the channel of the Grand Calumet River and the proposed centerline of the channel of the Grand Calumet River.

In the event the above description proves to be erroneous, inaccurate or incomplete, the correct description shall be substituted in the deed of conveyance herein referred to and just compensation made therefor as provided in Paragraph 6 hereof.

2. Said deed shall convey to the State of

Indiana or as otherwise designated by COMMISSION, a fee simple title to the real estate herein described, free and clear of all liens and encumbrances, including but not limited to taxes except (block and zoning ordinances, legal highways, easements, covenants, conditions, restrictions and reservations of record or that run with and bind the land.)

Said deed shall contain the following:

a. A release to the State of Indiana and the Indiana Toll Road Commission of any and all abutters' rights, including access rights, appurtenant to any remaining lands of GRANTOR, of which the above described real estate now forms a part, in, over and to the above described real estate, including such rights with respect to any toll road constructed thereon.

b. A covenant to the State of Indiana and/or the Indiana Toll Road Commission, running with the land so conveyed, which shall be binding upon GRANTOR, its successors and assigns; that GRANTOR will not establish, maintain or permit any person, firm or corporation to establish or maintain on any of the aforesaid remaining lands of GRANTOR, any billboard sign, notice, poster, advertising device or other display which are within 300 feet of the centerline of Indiana East-West Toll Road, and which is not at the date hereof in existence, unless GRANTOR has received prior approval to do so from COMMISSION.

3. Prior to the execution of said deed of conveyance, COMMISSION shall have an opinion of title rendered by a competent attorney, setting forth defects (if any) in said title, said defects (if any) shall be corrected by COMMISSION. All expenses of examination of said title and



of preparing and recording the deed (but not including GRANTOR'S attorneys' fees) shall be paid by COMMISSION. The federal documentary stamps shall be paid for and attached to deed by GRANTOR.

4. All taxes, assessments and encumbrances which are a lien against said real estate at the time of conveyance to the State of Indiana or as otherwise designated, shall be satisfied of record by GRANTOR, except that taxes which are a lien against the real estate but not yet payable shall be paid by GRANTOR.

5. GRANTOR shall deliver an executed deed to said real estate to COMMISSION at Lake County Title Co., Crown Point, Indiana (as escrow agent), within twenty-five (25) days after COMMISSION notifies GRANTOR at 1007 Market Street, Wilmington, Delaware, that the deed to the real estate has been accepted and is ready for execution. Thereafter, the conveyance of and payment for the real estate shall be completed within ninety (90) days, or within a reasonable time thereafter if unforeseen circumstances arise. GRANTOR agrees that an exact copy of this agreement may be used by COMMISSION for the purpose of authorizing the receiving of documents and funds in completing the transactions as herein provided.

6. Upon the performance by GRANTOR of all the covenants, obligations, provisions and conditions of this contract, to be performed by such GRANTOR, COMMISSION, in the event this option is exercised, agrees to pay or cause to be paid to said GRANTOR the sum of Fifteen Hundred Dollars (\$1500.00), less the amount paid for the option granted herein which shall constitute the entire compensation.

7. The option herein granted shall expire one hundred eighty (180) days from the date approved by

COMMISSION, unless sooner exercised by COMMISSION or extended by mutual agreement. Notice of the exercise of said option shall be given by delivering, mailing or telegraphing to GRANTOR at 1007 Market Street, Wilmington, Delaware.

8. All terms of this contract are expressly set forth herein and GRANTOR agrees that no representative of COMMISSION has made any representation or promise with respect thereto not expressly contained herein. This contract shall be binding upon GRANTOR, its successors and assigns, and shall inure to the benefit of COMMISSION, its successors and assigns.

This option is given by GRANTOR as evidence by signature and seal, on this, the 16<sup>th</sup> day of JUNE, 1955.

E. I. du PONT de NEMOURS and COMPANY

By Ed. T. Deland

VICE PRESIDENT

Attest:

M. M. Miller  
Assistant Secretary

#### EXERCISE OF OPTION

COMMISSION hereby exercises the option as provided in the foregoing "OPTION AND CONTRACT TO PURCHASE" and agrees to perform the obligations required of it under terms thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1955.

INDIANA TOLL ROAD COMMISSION

Recommended for Approval

By Albert J. Hunsbaker

By William F. Smith  
Engineer of Right of Way

approved as  
to form George A. Purvis

APPROVALS
<u>as shown</u> LEGAL DEPT.
For circulation
INDUSTRIAL DEPT. <u>ms</u>
AUXILIARY DEPT. <u>WKS 6/13</u>
REAL ESTATE DIV.

*Deed File #100*

OPTION AND CONTRACT TO  
PURCHASE

BETWEEN

E. I. DU PONT DE NEMOURS  
AND COMPANY

AND

INDIANA TOLL ROAD  
COMMISSION

DATED: *June 16, 1955*

RECEIVED  
JUN 17 1955  
SECRETARYS DEPT.  
CONTRACT FILES  
D. M. A.

3/12/1956

Stamp \$1.65

3639  
part of Page 1502  
East Liberty, Ind.SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, of the City of Wilmington, County of New Castle, State of Delaware, conveys and grants to THE INDIANA TOLL ROAD COMMISSION, for the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00), the receipt of which is hereby acknowledged, the following real estate, in Lake County, in the State of Indiana, to-wit:

Part of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Thirty-four (34), Township Thirty-seven (37) North, Range Nine (9) West, bounded and described as follows:

Beginning at a point in the southerly property line of Grantor, which point is also in the present centerline of the Grand Calumet River, said point being North 0 degrees 47 minutes 17 seconds East 374.71 feet from Station 660 + 40 on the centerline of the Indiana East-West Toll Road (a centerline survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence the following three (3) courses and distances along the proposed new centerline of the Grand Calumet River, (1) southeasterly on a curve to the left having a radius of 1000 feet an arc distance of 453.79 feet to a point (which point is 449.90 feet South 76 degrees 12 minutes 41 seconds East as measured along the chord of said curve), (2) South 89 degrees 12 minutes 43 seconds East 638.26 feet to a point of curvature, (3) northeasterly on a curve to the left having a radius of 1000 feet a distance of 453.79 feet to a point in the present centerline of the Grand Calumet River, which point is in the southerly property line of Grantor; thence along the present centerline of the Grand Calumet River and the southerly property line of Grantor southwesterly, westerly and northwesterly, to the point and place of beginning; containing three (3) acres, more or less;

SUBJECT to all block and zoning ordinances, legal highways, easements, covenants, conditions, restrictions and reservations of record or that run with and bind the land.

BEING a part of the same land and premises that the Grasselli Chemical Company granted and conveyed to E. I. du Pont de Nemours and Company as Tracts No. 3 and 4 in a deed dated October 31, 1936, and recorded in the Office of the Recorder of Deeds for Lake County, Indiana, in Book 555, Page 310.

The grantor conveys the above described property subject to the 1956 taxes payable in 1957.

Grantor, its successors and assigns, do hereby release to the State of Indiana and the Indiana Toll Road Commission any and all abutters' rights, including access appurtenant to any remaining lands of the grantor, of which the above described real estate now forms a part, in, over and to the above described real estate, including such rights with respect to any toll road constructed thereon.

Grantor, its successors and assigns, hereby covenant with the State of Indiana and/or the Indiana Toll Road Commission that Grantor will not establish, maintain or permit any person, firm or corporation to establish or maintain on any of the aforesaid remaining lands of Grantor, any billboard sign, notice, poster advertising device or other display which are within 300 feet of the centerline of Indiana East-West Toll Road, and which is not at the date hereof in existence, unless Grantor has received prior approval to do so from the Commission; which covenant shall run with the land.

Grantor, its successors and assigns, do hereby release and forever discharge the State of Indiana and/or the Indiana Toll Road Commission, their successors and assigns, from any damage to said remaining lands of the Grantor, which results from this conveyance severing the above described real estate from said remaining lands of Grantor for the purpose of constructing and maintaining the Indiana East-West Toll Road upon the above described real estate, and from any damage to the above described real estate arising from any cause whatsoever to the date hereof in connection with surveying for, drilling in connection with, and constructing the Indiana East-West Toll Road.

And the said Grantor, for itself, its successors

and assigns, and for its immediate predecessor in title, The Grasselli Chemical Company, covenants with the Indiana Toll Road Commission, that it has not made, done, executed or suffered any act or thing whereby the above described premises or any part thereof now are or at any time hereafter shall or may be imperiled, charged or incumbered in any manner whatsoever, subject as aforesaid; and the title to the above granted premises against all persons lawfully claiming the same from, through or under it, the said Grantor will forever warrant and defend, subject as aforesaid.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its proper officers, thereunto duly authorized this 12<sup>TH</sup> day of MARCH, 1956.

E. I. du PONT de NEMOURS and  
COMPANY

Attest:

By T. C. DAVIS / S  
Vice-President

F. G. HESS / S  
Assistant Secretary

SEAL

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

SS

Before me, D. S. COOPER, a Notary Public, this 12<sup>TH</sup> day of MARCH, 1956, personally appeared E. I. du PONT de NEMOURS and COMPANY, by T. C. DAVIS and F. G. HESS, its Vice-President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

D. S. COOPER / S  
Notary Public

My commission expires Nov. 15, 1956.

SEAL

165 Revenue Stamp

APPROVALS
<u>T. C. DAVIS</u> LEGAL DEPT.
For execution: INDUSTRIAL or AUXILIARY DEPT. <u>C. W. DAVIS</u> <i>mc 3/17</i>
REAL ESTATE DIV. <u>J. M. BURNETT</u>
SECRETARY'S DEPT. <u>H. T. DUSH JR</u>
TREASURER'S DEPT. <u>R. M. BROWN</u>

CCM

Deed File #150

**SPECIAL WARRANTY DEED**

**E. I. DU PONT DE NEMOURS AND  
COMPANY**

to

**THE INDIANA TOLL ROAD COMMISSION**

**DATED:** *March 12, 1956*

RECEIVED  
DEC 10 1956  
SECRETARY'S DEPT.  
CONTRACT FILES  
D. M. J.

SUPPLEMENT TO RIGHT OF WAY EASEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 28<sup>th</sup> day of FEBRUARY, 1958, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation, of Wilmington, Delaware, herein referred to as "DU PONT", and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, of Hammond, Indiana, herein referred to as "SERVICE COMPANY",

W I T N E S S E T H :

WHEREAS, by agreement dated September 14, 1953, recorded in the Recorder's Office of Lake County, Indiana, in Book 598, page 310, DU PONT did grant unto SERVICE COMPANY the right and easement to construct, operate, maintain, repair, replace and renew an electric power transmission line with necessary appurtenances upon DU PONT's plant land situated in the South One-Half (S 1/2) of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, County of Lake and State of Indiana, along a way one hundred fifty (150) feet in width, in said easement agreement more particularly described, said right of way being herein referred to as "EASEMENT STRIP"; and

WHEREAS, SERVICE COMPANY has requested DU PONT to grant to SERVICE COMPANY permission to install in EASEMENT STRIP one (1) 30-inch gas pipeline, which DU PONT is willing to do,

NOW, THEREFORE, DU PONT, for and in consideration of the sum of Eighty-four Dollars and sixteen cents (\$84.16), paid to it by SERVICE COMPANY, receipt of which is hereby ac-



knowledge, and upon and subject to the terms, conditions and reservations hereinafter expressed, hereby grants to SERVICE COMPANY, its successors and assigns, the right and authority to lay, operate, maintain, repair, replace and remove one 30-inch pipeline for the transportation of gas, in, under, through and along EASEMENT STRIP.

SERVICE COMPANY covenants and agrees with DU PONT that SERVICE COMPANY will lay, maintain, operate, repair, replace and remove said pipe line in a good workmanlike manner and in accordance with good engineering practice and in such a manner that said pipeline will be at all times in good and safe order, condition and repair, and in so doing and in removing same to interfere in no unreasonable way and as little as possible with DU PONT's operations upon its plant land or in its use thereof; that the surface of the land through which the said pipeline passes, whenever opened up, will be restored to a condition as near as practicable to the condition thereof prior to said disturbance, and that said pipeline will be buried at least thirty (30) inches beneath the surface of the land, measured from the top of the pipeline, and in such a manner as shall not interfere with the drainage of the surrounding plant land of DU PONT nor with existing installations and facilities upon EASEMENT STRIP, particularly the pipeline of The Texas Pipe Line Company now constructed thereon under and by virtue of the right of way granted to said Pipe Line Company by DU PONT by agreement dated June 30, 1953, and recorded in the Recorder's Office of Lake County, Indiana, in Book 593, page 607, it being expressly understood that the rights herein granted are subject to all the rights of said The Texas Pipe

Line Company in, under, through and across EASEMENT STRIP.

DU PONT, for itself, its successors and assigns, reserves the right, and SERVICE COMPANY agrees that DU PONT, its successors and assigns, shall have the right, to spill or dump upon its plant land waste material from its operations and the right to have such waste flow or drain upon EASEMENT STRIP in the natural course of drainage, and SERVICE COMPANY agrees that DU PONT, its successors and assigns, shall not be liable to SERVICE COMPANY for any loss, injury or damage to said pipeline and its appurtenances caused by waste material from DU PONT's operations upon its said plant land which have been in the past or may hereafter be dumped upon DU PONT's land and which may spill or seep upon EASEMENT STRIP.

Except as herein otherwise provided and where applicable thereto, the rights herein granted shall be subject to all the terms, conditions, reservations, covenants and agreements contained in said agreement dated September 14, 1953.

IN WITNESS WHEREOF, the parties hereto have respectively caused this instrument to be executed in their names by their respective proper officers, thereunto duly authorized, the day and year first above written.

Attest:

*[Signature]*  
Assistant Secretary

E. I. DU PONT DE NEMOURS AND  
COMPANY

By

*[Signature]*  
ASST. DIRECTOR, SECRETARY'S DEPARTMENT

Attest:

*[Signature]*  
Assistant Secretary

NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

By

*[Signature]*  
Vice-President

*[Signature]*

*Form Approved*  
*Joseph D. Sawyer*

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

} SS.

Before me, Mildred V. Kershaw, a Notary Public in and for said County and State, this 28 day of February, 1958, personally appeared E. I. DU PONT DE NEMOURS AND COMPANY by H. J. Bush Jr. and L. G. Hess, its ASST. DIRECTOR, SECRETARY'S DEPARTMENT and an Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

Mildred V. Kershaw  
Notary Public

My commission expires my commission expires Feb. 5, 1959

STATE OF INDIANA  
COUNTY OF LAKE

} SS.

Before me, Mildred Mikulas, a Notary Public in and for said County and State, this 12th day of March, 1958, personally appeared NORTHERN INDIANA PUBLIC SERVICE COMPANY by C. D. Rees and E. M. Alt, its Vice-President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

Mildred Mikulas  
Notary Public

My commission expires May 27, 1960.

Deed File #15

SUPPLEMENT  
TO  
RIGHT OF WAY EASEMENT

between

E. I. DU PONT DE NEMOURS  
AND  
COMPANY

and

NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

Dated *Feb. 28* 1958

RECEIVED  
FEB 28 1959  
SECRETARY - DEPT.  
CONTRACT FILES  
D. M. J.

2. The pipelines that shall be laid, operated and maintained pursuant to the terms of this grant, shall be buried at all points at least thirty-six (36) inches below ground level, and whenever said pipelines or any part thereof are uncovered, the ground disturbed thereby shall be restored to a condition as near as practicable to the condition thereof prior to the disturbance.

3. WABASH'S exercise of the rights herein granted shall be subject to all existing easements whatsoever and to all rights, easements, restrictions, conditions and covenants of record and affecting the above described way, and specifically subject, but not by way of limitation, to that certain easement granted to the Texas Pipeline Company by DU PONT on June 30, 1953, said easement being recorded in the records of Lake County, Indiana, in Book 593, page 607, which easement grant is over-lapped by the above described way.

4. WABASH shall exercise the rights herein granted at its own risk, and it, its employees, agents, representatives, contractors or subcontractors or any of their employees, agents or representatives shall be bound by such reasonable rules of safety as DU PONT may from time to time adopt and of which it shall notify WABASH, and all such persons while on DU PONT'S land will attend strictly to the business of exercising said rights and none of them will enter or wander about the land of DU PONT where he has no business.

5. WABASH shall indemnify and keep DU PONT safe and harmless from any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or damage to or destruction of any property resulting from or growing out of the exercise by WABASH of the rights herein granted or assumed in connection

with the said north and south centerline of the SE $\frac{1}{4}$  of said Section 34, one thousand two hundred and fifty feet (1250') to a point on the south westerly right-of-way of the Chicago Southshore and South Bend Railroad, said point also being on the northeasterly boundary line of DU PONT; a total distance of one thousand two hundred and fifty feet (1250') more or less, said pipelines to be located as shown on WABASH'S Map No. R.W. #1069, entitled "Location of Proposed 2-12 Inch Pipelines on Lands of The Grasselli Chemical Co.", dated May 5, 1959, attached hereto and made a part hereof.

Together with all rights necessary and convenient for the full enjoyment and use of the rights herein granted for the purpose above described, including the right of ingress and egress to and from the said pipelines, it being understood that such right of access shall be confined to the way herein granted unless, upon request of WABASH, the written permission of DU PONT'S local Plant Manager to use any other means of ingress and egress thereto over the land of DU PONT shall first be obtained, said permission to specify the way to be used, the time of such use and the period during which said alternate way may be used.

TO HAVE AND TO HOLD the said rights unto WABASH, its successors and assigns, forever, subject to the following terms and conditions which the parties hereto do hereby covenant and agree to keep and perform:

1. WABASH shall, at its own expense, construct, maintain, operate, replace, repair and remove said pipelines in accordance with good engineering practice and in such a manner that said pipelines will be at all times in good and safe order, condition and repair and in so doing and in removing same to interfere in no unreasonable way and as little as possible with DU PONT'S operations upon its land or in its use thereof.

EASEMENT

THIS AGREEMENT, made this 4<sup>th</sup> day of June, 1959, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, with its principal offices at 1007 Market Street, Wilmington, Delaware, hereinafter referred to as "DU PONT", and WABASH PIPE LINE COMPANY, a corporation of the State of Delaware, with its principal offices at 539 South Main Street, Findlay, Ohio, hereinafter referred to as "WABASH",

W I T N E S S E T H :

In consideration of the sum of THREE HUNDRED EIGHTY DOLLARS (\$380.00) in hand paid to DU PONT by WABASH, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by WABASH, DU PONT does hereby grant unto WABASH the right to lay, operate, maintain, replace, repair and remove two (2) underground twelve (12) inch pipelines, together with all necessary and convenient appurtenances thereto, for the transportation of gas, oil, petroleum or any petroleum products, water and other substances in, under, through and across certain real property, situate in Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, along a way fifty (50) feet in width, said way lying and being twenty-five (25) feet on each side of a centerline described as follows:

BEGINNING at a point in the middle of Grand Calumet River, 55 feet east of the north and south centerline of the SE $\frac{1}{4}$  of said Section 34, said point also being in south boundary line of land of DU PONT; running thence northerly 55 feet east of and parallel

therewith, or on account of death or injury of any of the employees, agents, representatives of WABASH or of its contractors, subcontractors or any of their employees, agents or representatives, or damage to the property of any of them, from any cause occurring while he or it is upon DU PONT'S land for or in connection with the rights herein granted or on account of any damage from any cause occurring to any property of WABASH upon the land of DU PONT and particularly such as may result or arise from the operation or nature of DU PONT'S business upon its land.

6. DU PONT reserves the right fully to use and enjoy the above described way, or any way substituted therefor as hereinafter provided, for any purpose and in any manner that does not unreasonably interfere with the rights herein granted to WABASH.

7. DU PONT reserves the right, exercisable at any time or from time to time, in the event it has need of the whole or part of the land under which said pipelines are buried, to relocate in whole or part said pipelines, or part thereof, to other suitable locations provided DU PONT notifies WABASH thereof in writing and in said writing designates the new or substituted locations, and thereupon WABASH, at its own expense, shall relocate said pipelines, or part thereof, to such substituted locations within one hundred eighty (180) days after the receipt of said notice, and if WABASH should fail so to relocate said pipelines, or part thereof, as requested, DU PONT shall have the right to relocate the same at WABASH'S expense. In the event of any and all such relocations, the parties hereto shall execute a proper, recordable instrument amending the description of



the way hereinabove contained so as to describe accurately the new or substituted location.

8. In the event of abandonment by WABASH of the rights herein granted to it, such rights shall terminate and WABASH shall, at the request of DU PONT, execute a proper recordable instrument evidencing such termination. The rights herein granted shall be deemed abandoned if WABASH does not construct said pipelines within a period of two (2) years from the date hereof or if said pipelines are not maintained or operated for a continuous period of two (2) years, excluding any period during which the same are not operated because of acts of God, fire, the elements, war, invasion, strikes, lock-outs, sabotage, accidents or because of any cause beyond the control of WABASH.

In the event of termination of the rights herein granted by abandonment as above set forth, WABASH shall, if requested by DU PONT in writing and within one hundred eighty (180) days from the date of such request, remove said pipelines and appurtenances thereto from DU PONT'S property, leaving the same in a good and safe condition. Should WABASH fail to remove said pipelines as above provided, DU PONT may remove the same at WABASH'S expense.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective proper officers thereunto duly authorized and their respective

corporate seals affixed on this the day and year first above written.

Attest: *H. T. Bush, Jr.*  
Assistant Secretary

E. I. DU PONT DE NEMOURS AND COMPANY  
By *H. T. Bush, Jr.*  
ASST. DIRECTOR, SECRETARY'S DEPARTMENT

Attest: *Calvin A. Brown*  
Secretary

WABASH PIPE LINE COMPANY  
By *R. W. Hough*  
Vice President



STATE OF DELAWARE }  
COUNTY OF NEW CASTLE } SS

Before me HENRY W. BRYAN, a Notary Public, this 17 day of June, 1959, personally appeared E. I. DU PONT DE NEMOURS AND COMPANY by H. T. BUSH, JR. and D. Brown its ASST. DIRECTOR, SECRETARY'S DEPARTMENT and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

My commission expires Oct. 5, 1959.  
My commission expires:

*Henry W. Bryan*  
Notary Public

STATE OF Ohio }  
COUNTY OF Hancock } SS

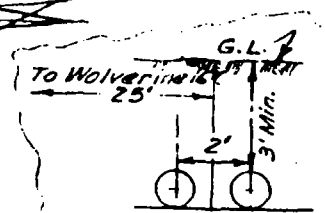
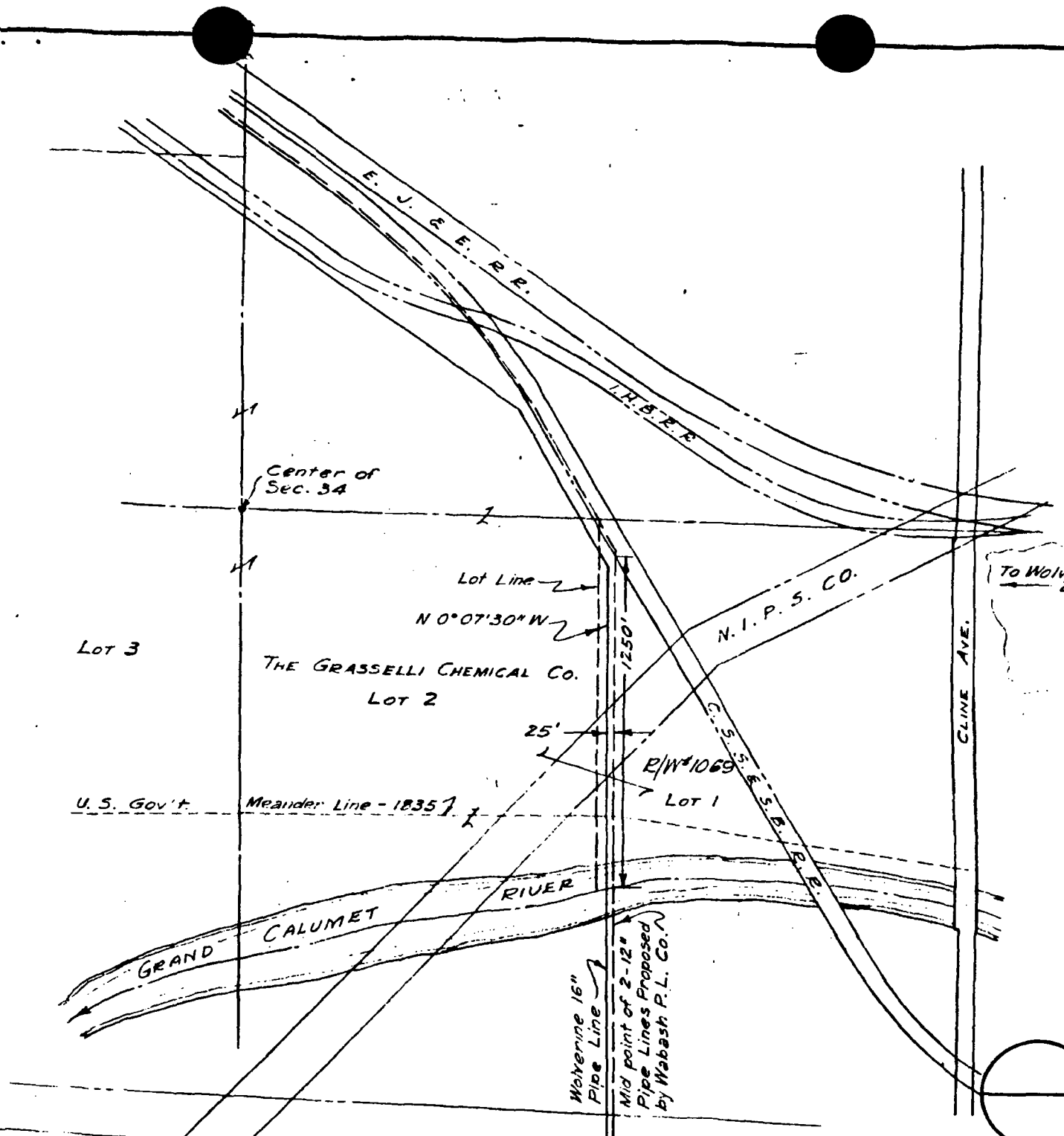
Before me Catherine J. Dennison, a Notary Public, this 4th day of June, 1959, personally appeared WABASH PIPE LINE COMPANY by R. W. Hough and Calvin A. Brown, its Vice President and Secretary, respectively, and acknowledged the execution of the foregoing instrument.

My commission expires:

*Catherine J. Dennison*  
Notary Public  
CATHERINE J. DENNISON, Notary Public  
HANCOCK COUNTY, OHIO  
My Commission Expires April 20, 1962

APPROVALS
<i>A. P. Skinner</i> LEGAL DEPT.
For execution:
INDUSTRIAL or AUXILIARY DEPT.
ESTATE DIV.

*Wm. H. Hough*  
*Calvin A. Brown*



2-12" Pipe Lines,  
 Located In  
 Lot 1, Sec. 34, T. 37 N., R. 9. W.  
 North Twp. - Lake County  
 Indiana  
 1250 Ft. - 76 Rods

REVISED		WABASH PIPE LINE COMPANY	
		FINDLAY, OHIO	
		DIVN.	DIST.
		LOCATION OF PROPOSED 2-12" PIPE LINES ON LANDS OF THE GRASSELLI CHEMICAL CO.	
		DRAWN BY C.Y.	APPROVED C.F.F.
		TRACED BY	SCALE 1" = 400' ±
		CHECKED BY	DATE 5-5-59
		JOB NO. 6069	FILE NO. R/W #1069

Dead File # 1502

EASEMENT

from

E. I. DU PONT DE NEMOURS  
AND COMPANY

to

WABASH PIPE LINE COMPANY

DATED: *June 4, 1958*

*L110*

EASEMENT

THIS INDENTURE made this 2<sup>nd</sup> day of DECEMBER, 1965, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation, hereinafter referred to as "DU PONT", and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter referred to as "COMPANY",

W I T N E S S E T H :

*(\$1.00 actually rec'd.)*

In consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by COMPANY to DU PONT, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by COMPANY, DU PONT does hereby grant unto COMPANY the right to lay, operate, maintain, repair, replace and remove one (1) 8-inch underground pipeline, together with all necessary or convenient appurtenances thereto, to be used for the transportation of gas, in, under, through and across certain real property belonging to DU PONT and situated in Sect. 33, T37N, <sup>R9W</sup> ROW of the Second PM in Lake County, Indiana, along a way described as follows:

*North* BEGINNING at a point in the easterly right of way line of Kennedy Avenue, said point being 610 feet south of the south line of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$ , Sect. 33 and 50 feet east of the west line of the E $\frac{1}{2}$  of Sect. 33; thence from said point of beginning *South* along said east right of way line of Kennedy Avenue 143.084 feet; thence east 5 feet; thence *South* north parallel to the said east line of Kennedy Avenue 143.084 feet; thence west 5 feet to the point of beginning.

TO HAVE AND TO HOLD the herein granted rights unto COMPANY, its successors and assigns, forever, subject, however, to the following terms and conditions which the parties hereto do hereby covenant and agree to keep and perform:

1. COMPANY shall exercise the rights herein granted

subject to all matters of record, existing easements not of record, and any state of facts that is apparent or that an accurate survey or inspection of the premises would disclose.

2. COMPANY shall have the right to trim or cut down and remove any trees or shrubbery that might interfere with its exercise of the rights herein granted to it.

3. The pipeline that shall be laid, operated and maintained pursuant to this grant shall be buried at all points at least thirty-six (36) inches below ground level, and, whenever said pipeline, or any part thereof, is uncovered, the ground disturbed thereby shall be restored to a condition as nearly as practicable to the condition thereof prior to the disturbance.

4. DU PONT shall have the right to use and occupy the land within the above described way for any and all purposes whatsoever and in any manner whatsoever that does not unreasonably interfere with the rights herein granted to COMPANY.

5. COMPANY shall indemnify and hold DU PONT safe and harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property arising from or growing out of its exercise of the rights herein granted or of rights assumed in connection therewith, unless such loss, costs, damages, claims, actions or liability is caused in whole or in part by the fault, failure or negligence of DU PONT. In the event any such loss, costs, damages, claims, actions or liability is caused by the joint or concurring fault, failure or negligence of the parties hereto, the same shall be borne by them equally.

6. DU PONT shall have the right, exercisable at any time or from time to time, in the event it has need of the whole or part of the land under which said pipeline is buried to relocate in whole or part said pipeline to another suitable location provided DU PONT notifies COMPANY thereof in writing and in said writing designates the new or substituted location, and thereupon COMPANY shall, at its own expense, relocate said pipeline, or part thereof, to such substituted location within ninety (90) days after the receipt of said notice, and if COMPANY should fail so to relocate said pipeline, or part thereof, as requested, DU PONT shall have the right to relocate the same at COMPANY'S expense. Upon any such relocation, the parties hereto shall execute a recordable instrument, amending the description herein contained, so as to reflect accurately said relocation.

7. In the event of abandonment by COMPANY of the rights herein granted to it, such rights shall terminate and COMPANY shall, at the request of DU PONT, execute a proper recordable instrument evidencing such termination. The rights herein granted shall be deemed to have been abandoned if COMPANY does not operate and maintain the aforesaid pipeline for a continuous period of two (2) years, excluding any period during which the same is not operated and maintained because of acts of God, fire, the elements, war, invasion, strikes, lock-outs, sabotage, or because of any cause beyond the control of COMPANY.

In the event of termination of the rights herein granted by abandonment or otherwise, COMPANY shall, if requested by DU PONT in writing, within ninety (90) days from the date of such request, remove said pipeline, and appur-

tenances thereto from DU PONT'S property, leaving the same in a good and safe condition. Should COMPANY fail to remove said facilities as requested, DU PONT may remove the same at COMPANY'S expense

This indenture shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this indenture by their respective proper officers thereunto duly authorized on this the day and year first above written.

E. I. DU PONT DE NEMOURS AND  
COMPANY

By

*[Signature]*  
ASST. DIRECTOR, SECRETARY'S DEPARTMENT

Attest:

*[Signature]*  
Assistant Secretary

NORTHERN INDIANA PUBLIC SERVICE  
COMPANY

By

*[Signature]*  
C. D. Rees VICE PRESIDENT

Attest:

*[Signature]*  
E. M. Alt Secretary

APPROPRIATE
<i>[Signature]</i>
FOR THE
RECORD OF
ADJUTANT GEN'L
<i>[Signature]</i>
REAL ESTATE DIV.
<i>[Signature]</i>

Oct 11/22.  
ms



STATE OF DELAWARE  
COUNTY OF NEW CASTLE

} SS

Before me FRANCES L. VANNORT, a  
Notary Public, this 2<sup>ND</sup> day of DECEMBER,  
1965, personally appeared E. I. DU PONT DE NEMOURS AND  
COMPANY by H. T. BUSH, JR. and D. IRVING CASHELL,  
its ASST. DIRECTOR, SECRETARY'S DEPARTMENT and Assistant Secretary,  
respectively, and acknowledged the execution of the fore-  
going instrument.

Frances L. Vannort  
Notary Public

My commission expires 31ST MARCH 1966.



Deed File #1502  
EASEMENT

L185

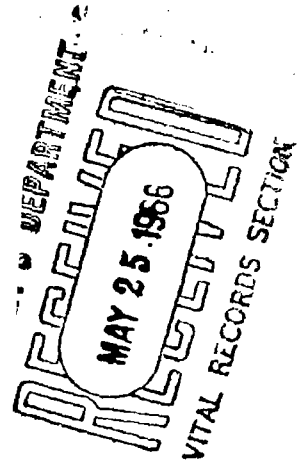
from 12-2-1965

E. I. DU PONT DE NEMOURS AND  
COMPANY

to

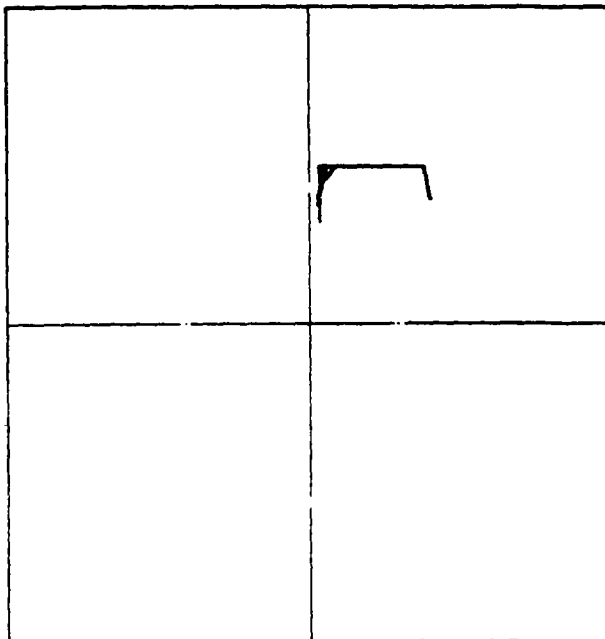
NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

DATED:



# EASEMENT MAP RECORD

LOCATION PLAT



SECTION 33 TOWNSHIP 37N RANGE 9W

CONTRACT NO. \_\_\_\_\_

EASEMENT GAS

GRANTOR E.I. du PONT de NEMOURS & Co.

COUNTY LAKE TWP. NORTH

TOWN EAST CHICAGO RURAL \_\_\_\_\_

DATE 10-28-65 W. O. NO. 4235-1

TRANSMISSION \_\_\_\_\_ SIZE OF MAIN 8"

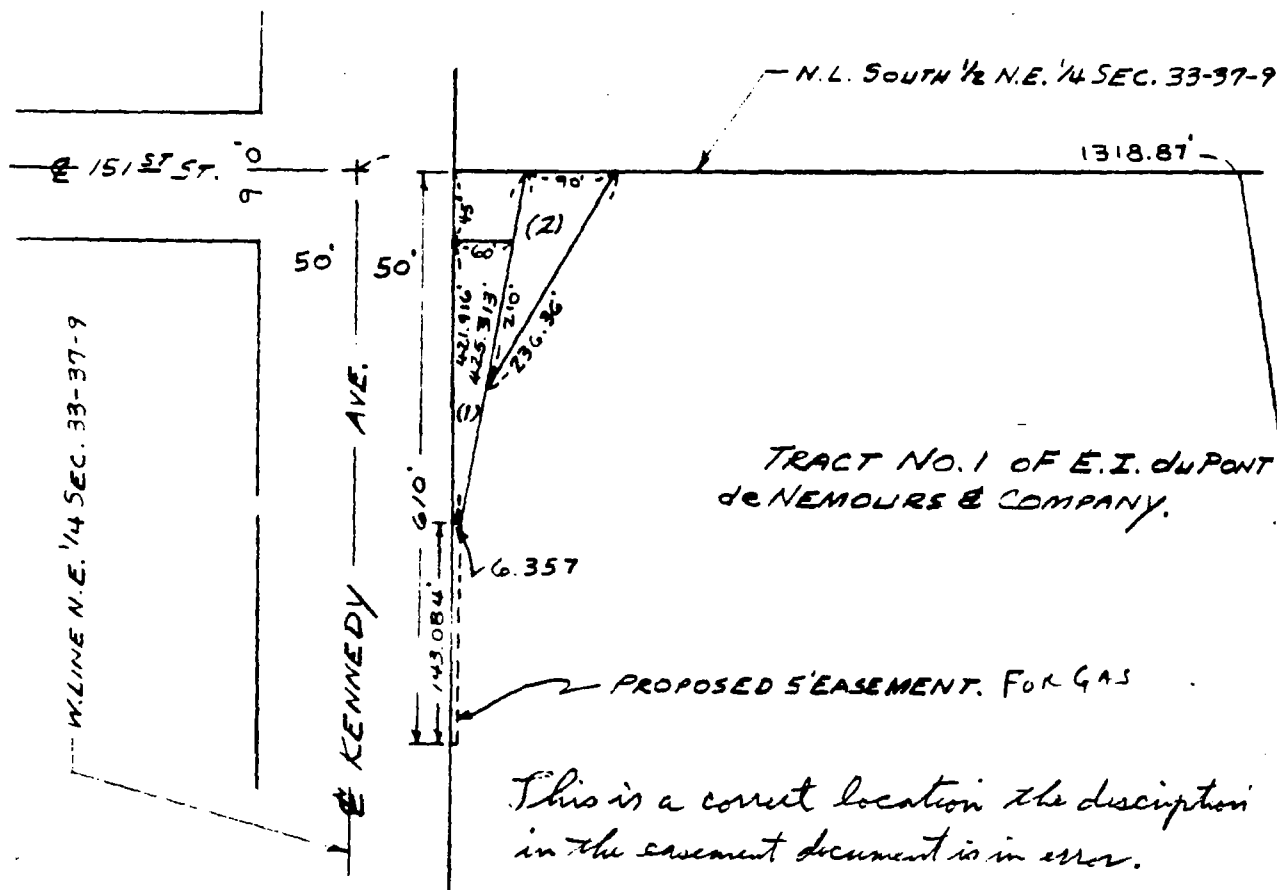
DISTRIBUTION ✓ VOLTAGE \_\_\_\_\_

COMPANY NORTHERN INDIANA SERVICE <sup>PUBLIC</sup>

DISTRICT ENGINEERING  
DEPARTMENT

ENGINEER: L. J. CARROLL

## DETAIL



*This is a correct location the description in the easement document is in error.*

### LEGEND

- (1) EXCEPTION NO. 1
- (2) EXCEPTION NO. 2

SCALE NONE

EASEMENT

Prop. No. 1502

THIS AGREEMENT made this 16<sup>TH</sup> day of OCTOBER, 1969, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, of Wilmington, Delaware, hereinafter referred to as "DU PONT", and UNION CARBIDE CORPORATION, LINDE DIVISION, a corporation of the State of New York, hereinafter referred to as "LINDE",

W I T N E S S E T H :

In consideration of the sum of One Dollar (\$1.00) in hand paid to DU PONT by LINDE, the receipt of which is hereby acknowledged, DU PONT does hereby grant unto LINDE the two (2) following described easements in, on, under, through and across DU PONT'S East Chicago, Indiana, Plant property, to-wit:

EASEMENT NO. 1. The right to lay, operate, maintain, repair, replace and remove one (1) six-inch pipeline to be used solely for transportation of nitrogen along a way shown on a photocopy of LINDE'S sketch No. SK-B-106732 entitled "Routing, Meter and Tie-In Location Plan, U.C.C. Linde Div. N<sub>2</sub> Pipeline Du Pont, East Chicago, Ind.", attached hereto and made a part hereof.

EASEMENT NO. 2. The right to construct, operate, maintain, repair, replace and remove a metering station, together with all necessary and convenient appurtenances thereto, within a 10-foot by 20-foot area located as shown on said attached photocopy of sketch No. SK-B-106732, hereinafter referred to as "METERING AREA".

Together with the rights of ingress and egress to and from the above described way and METERING AREA along a way or ways that shall be designated by DU PONT'S East Chicago Plant Manager.

This grant is made subject to the following terms and conditions which the parties hereto do hereby covenant and agree to keep and perform:

1. LINDE'S exercise of the rights herein granted shall be subject to all matters of record and any state of facts that

In the event of termination of the rights herein granted as above provided, the parties hereto shall execute an agreement evidencing the same.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective proper officers thereunto duly authorized and their respective corporate seals to be affixed thereto on this the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By

*W. M. Huff*  
DIRECTOR, SECRETARY'S DEPARTMENT

Attest:

*A. J. Milliner*  
Assistant Secretary

UNION CARBIDE CORPORATION  
LINDE DIVISION

By

*P. P. Huffard*  
U.P.

Attest:

*Hanna Wait*  
Assistant Secretary  
UNION CARBIDE CORPORATION

SEARCHED	INDEXED
SERIALIZED	FILED
OCT 10 1969	
FBI - NEW YORK	
INDUSTRIAL DEPT.	
REAL ESTATE	
<i>W. M. Huffard</i>	
<i>W. M. Huffard</i>	



DUPONT  
PROPERTY

NOTE:

FOR DETAIL DRAWINGS AND DIMENSIONS  
SEE U.C.C. LINDE DIV. DRAWINGS  
NO. D-629856, SHEETS 1-7

DUPONT FENCE  
AND PROPERTY LINE

6" N<sub>2</sub> PIPELINE  
3'-0" MIN. COVER

4'-0" MIN COVER  
AT ROAD CROSSING

DUPONT  
PROPERTY

SERVICE  
ROAD

METER  
STATION  
R.S. 1150'

METAL  
SHOPS  
111

SHOPS 110

6" N<sub>2</sub> PIPELINE  
ON EXIST. PIPE  
SUPPORT RACK

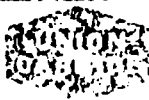
LINDE  
10807

EXIST. SUPPLY  
BY LINDE  
BY DUPONT

150'-0"

1/4 OF FIRST ALLEY  
EAST OF GRASSELLI AVE.

1160  
TO E OF KENNEDY AVE

TITLE		WORK ORDER
ROUTING, METER AND TIE-IN		C930-2559
LOCATION PLAN		
U.C.C. LINDE DIV. N <sub>2</sub> PIPELINE		R.N. 9-6-69 1" 100'
DUPONT, EAST CHICAGO IND. F.S.		
		
LINDE DIVISION		
CHICAGO, ILL. 60604		
TELEPHONE: 434-1000		
		SK-B-106732

1502

L221

EASEMENT

from

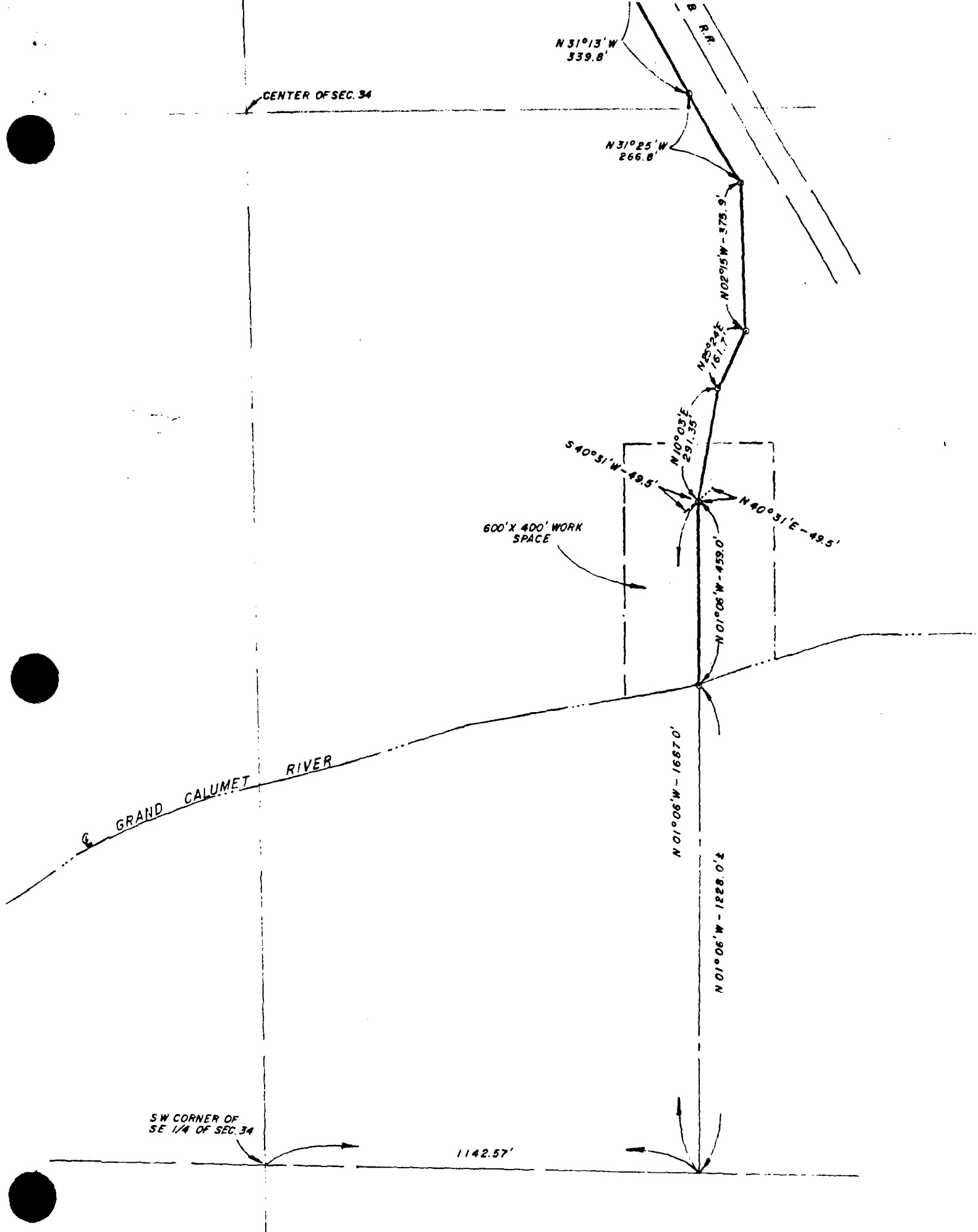
E. I. DU PONT DE NEMOURS  
AND COMPANY

to

UNION CARBIDE CORPORATION  
LINDE DIVISION

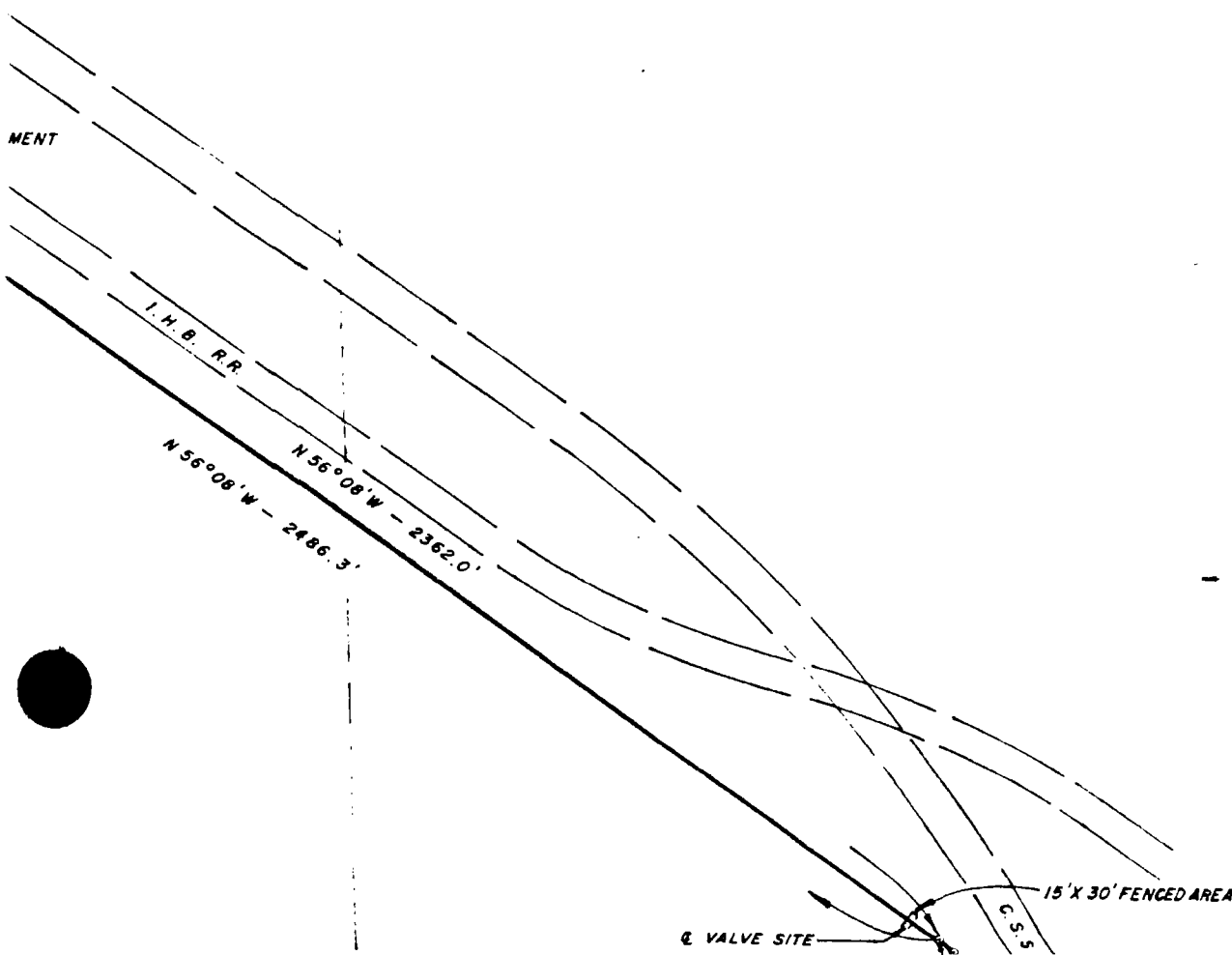
Dated:

RECEIVED  
SEP 29 1970  
SECRETARY'S DEPARTMENT  
VITAL RECORDS SECTION

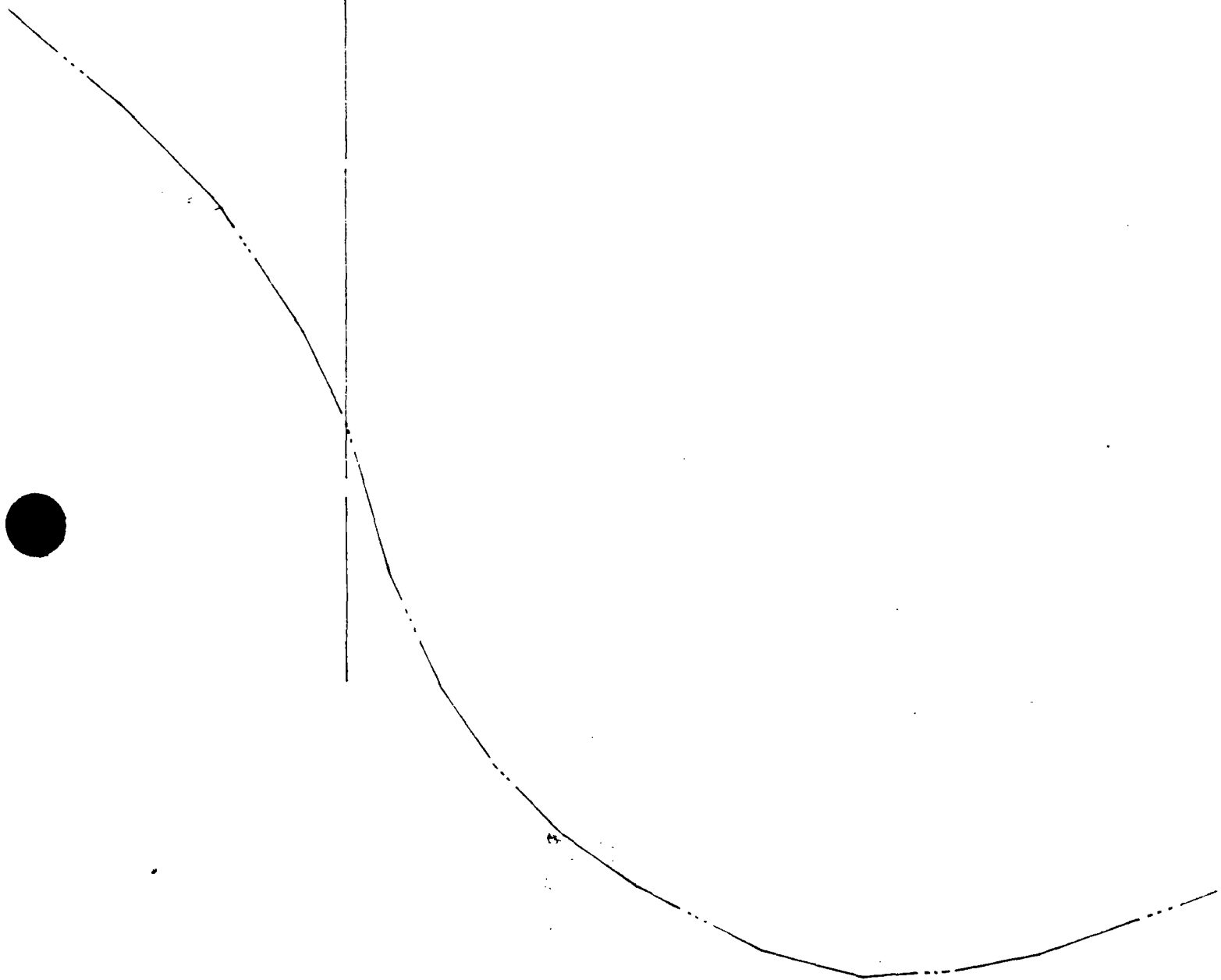




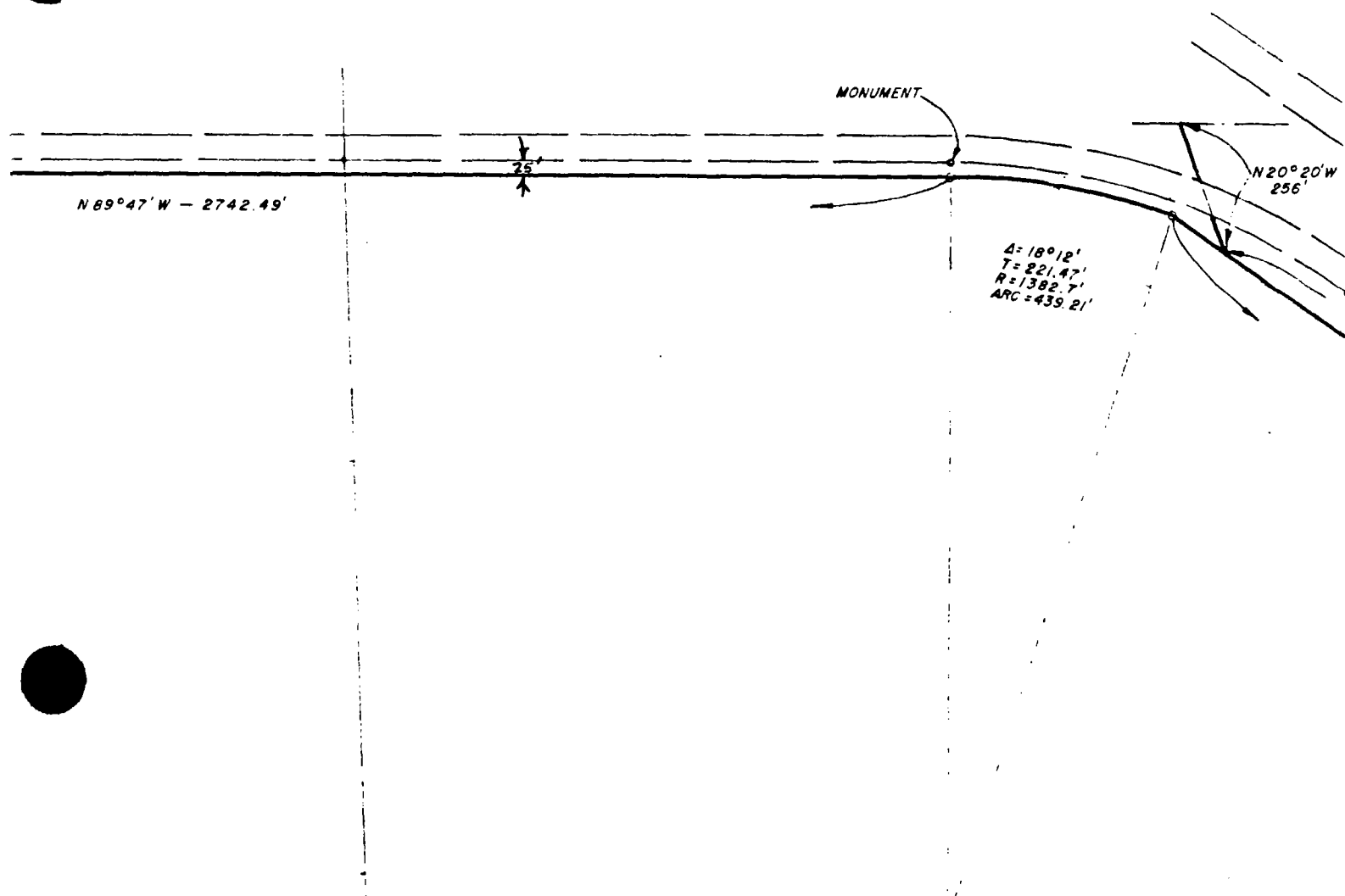
INDIANA  
7N-R 9W



# E. I. DuPONT DeNEMOURS



LAKE COUI  
SECS 33 & 34



CENTER OF SEC 33

and thereupon LINDE shall at DU PONT'S expense relocate said pipeline, or part thereof, and/or said metering station to such substituted locations within ninety (90) days after the receipt of said notice, and if LINDE should fail so to relocate said pipeline, or part thereof, and/or said metering station, DU PONT shall have the right to relocate the same at its own expense. Upon any such relocation, the parties hereto shall execute an agreement, amending the descriptions herein contained, so as to reflect accurately said relocation.

7. LINDE shall indemnify and hold DU PONT safe and harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property arising from or growing out of its exercise of the rights herein granted or of rights assumed in connection therewith, unless such loss, costs, damages, claims, actions or liability is caused in whole or in part by the fault, failure or negligence of DU PONT. In the event any such loss, costs, damages, claims, actions or liability is caused by the joint or concurring fault, failure or negligence of the parties hereto, the same shall be borne by them equally.

8. The facilities that shall be constructed, operated and maintained hereunder shall be used exclusively for the purpose of providing service to DU PONT'S East Chicago Plant property, and in the event LINDE shall cease to operate and maintain said facilities for such purpose, the rights herein granted shall terminate and LINDE shall, within ninety (90) days thereafter, remove said facilities from DU PONT'S property, leaving the portions of said property affected thereby in a good and safe condition. Should LINDE fail to remove said facilities as hereinbefore provided, DU PONT shall have the right to remove the same at LINDE'S expense.

is apparent or that an accurate survey or inspection of the premises would disclose.

2. The portion of the pipeline extending from DU PONT'S northerly property line to METERING AREA shall be buried so that the top of the pipe at all points is at least thirty-six (36) inches below the surface of the ground, and whenever said pipeline is uncovered, the ground disturbed thereby shall be restored as near as practicable to the condition thereof prior to such disturbance. The remainder of said pipeline shall be installed on existing pipe support racks.

3. DU PONT shall have the right to use and occupy the land crossed by the above described way for any purpose whatsoever and in any manner whatsoever that does not unreasonably interfere with LINDE'S exercise of the rights herein granted, and DU PONT shall have the further right to enter METERING AREA for the purpose of reading meters and in cases of emergency.

4. LINDE shall have the right to trim or cut down and remove any trees or shrubbery along the above described way or within METERING AREA that may interfere with the laying, operation and maintenance of said pipeline or with the construction and operation of said metering station.

5. That part of the underground pipeline to be installed under the service road shown on the attached photocopy shall be buried at least forty-eight (48) inches below the surface of said road.

6. DU PONT shall have the right, exercisable at any time or from time to time, in the event it has need of the whole or part of the land crossed by said pipeline, or upon which said metering station is situated, to require the relocation in whole or part of said pipeline and/or metering station to other suitable locations provided DU PONT notifies LINDE thereof in writing and in said writing designates the new or substituted locations,

D-1582  
10/4/71

N



REVISED & REDRAWN 9/29/71 W.D.C.

**EXPLORER PIPELINE COMPANY**  
TULSA OKLAHOMA

SCALE: 1" = 300'

APPROVED BY:

DRAWN BY AWP

DATE: 4/16/71

REVISED

☪ OF PROPOSED EXPLORER EASEMENT CROSSING THE PROPERTY OF  
E. I. DuPONT DeNEMOURS

JOB

DRAWING NUMBER

LP-622-1080



2226

SECRETARY'S DEPARTMENT

RECEIVED  
NOV 30 1971

VITAL RECORDS SECTION

EASEMENT

1. PARTIES. THIS DEED OF EASEMENT dated 4<sup>th</sup> October 1971, is between E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation, of 1007 Market Street, Wilmington, Delaware 19898 (DU PONT), and EXPLORER PIPELINE COMPANY, a Delaware corporation, of 2600 Center Building, P. O. Box 2650, Tulsa, Oklahoma 74101 (EXPLORER). <sup>\$9,400</sup>

2. GRANT. In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations by EXPLORER to DU PONT, DU PONT hereby grants to EXPLORER, without warranties or representations of any kind, express or implied, the following rights on lands of DU PONT situated in East Chicago, Indiana:

(a) The right to lay, construct, operate, inspect, maintain, repair, replace, remove and substitute not to exceed six (6) pipelines, none of which shall exceed sixteen (16) inches in outside diameter, for the transportation of liquid petroleum products, together with the right to install all appurtenances necessary thereto, beneath a way sixty-five (65) feet wide, the centerline of which is shown marked in green on the map attached hereto entitled "Explorer Pipeline, Tulsa, Oklahoma" dated April 16, 1971, revised September 29, 1971, Drawing No. LP-622-1080, and which is described as follows:

Commence at the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 37 North, Range 9 West, Lake County, Indiana;  
Thence run East along the South line of said Quarter Section a distance of 1142.57 feet;  
Thence run North 1° 06' West a distance of 1228.0 feet (more or less) to the center of the Grand Calumet River, and the point of beginning;  
Thence continue North 1° 06' West a distance of 459.0 feet to the point of ending, said easement ending at a point on the left of the above centerline, which is South 40° 31' West a distance of 49.5 feet from the said point of ending, and extending to a point on the right of the above centerline which is North 40° 31' East a distance of 49.5 feet from the said point of ending. Said ending point is East 1142.57 feet and thence North 1° 06' West 1687.0 feet from the Southwest corner of the Southeast Quarter of Section 34.

(b) The right to lay, construct, operate, inspect, maintain, repair, replace, remove and substitute not to exceed six (6) pipelines, none of which shall exceed sixteen (16) inches in outside diameter, for the transportation of liquid petroleum products, together with the right to install all appurtenances necessary thereto, beneath two ways each fifty (50) feet

*PKM* *WB*

wide, the centerlines of which are shown marked in red on the attached map, and which are described respectively as follows:

- (1) Commence at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 37 North, Range 9 West, Lake County Indiana;  
Thence run East along the South Line of said quarter section a distance of 1142.57 feet;  
Thence run North 1° 06' West a distance of 1687.0 feet to the point of beginning. (Said easement beginning on the left at a point which is South 40° 31' West a distance of 49.5 feet and extending to a point on the right which is North 40° 31' East, distance of 49.5 feet from the point of beginning.)  
From said point of beginning, run thence North 10° 03' East a distance of 291.35 feet;  
Thence run North 25° 24' East a distance of 161.7 feet;  
Thence run North 2° 15' West a distance of 375.9 feet;  
Thence run North 31° 25' West a distance of 266.8 feet;  
Thence run North 31° 13' West a distance of 339.8 feet;  
Thence run North 43° 40' West a distance of 35.6 feet;  
Thence run North 56° 08' West a distance of 2,486.3 feet (more or less) to the P.C. of a curve. (Said P.C. being a point which is South 18° 25' West a distance of 25.0 feet from the South R.O.W. line of the I.H.B. Railroad.)  
Thence at an angle of 15° 27' left to tangent of said curve, run along said curve (whose delta angle is 18° 12' left, tangent distance is 221.47 feet, radius is 1382.7 feet, length of arc is 439.21 feet) to the P.T. of said curve;  
Thence run 25 feet from and parallel to the South line of I.H.B. Railroad North 89° 47' West a distance of 2742.49 feet to the P.C. of a curve;  
Thence run 25 feet from and parallel along said curve (whose delta angle is 41° 18' 20" to the left, tangent distance is 298.56 feet, radius is 792.20 feet, length of arc is 571.50 feet), to the point of ending.

- (2) Commence at the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 37 North, Range 9 West, Lake County, Indiana;  
Thence run East along the South Line of said quarter section a distance of 1142.57 feet;  
Thence run North 1° 06' West a distance of 1687.0 feet, run  
Thence North 10° 03' East a distance of 291.35 feet;  
Thence run North 25° 24' East a distance of 161.7 feet;  
Thence run North 2° 15' West a distance of 375.9 feet;  
Thence run North 31° 25' West a distance of 266.8 feet;  
Thence run North 31° 13' West a distance of 339.8 feet;  
Thence run North 43° 40' West a distance of 35.6 feet;  
Thence run North 56° 08' West a distance of 2,362 feet to the point of beginning;  
Thence North 20° 20' West a distance of 256 feet (more or less) to the South right of way line of the E. J. & E. Railroad, and the point of ending;  
Less and except the right of way of the I.H.B. Railroad, situated in Section 34 and Section 33, Township 37 North, Range 9 West, Lake County, Indiana.

(c) The right to lay, construct, operate, inspect, maintain, repair, replace, remove and substitute not to exceed two (2) pipelines, neither of which shall exceed sixteen (16) inches in outside diameter, for the transportation

of liquid petroleum products, together with the right to install all appurtenances necessary thereto, beneath a way twenty-five (25) feet wide, the centerline of which is shown marked in blue on the attached map, and which is described as follows:

Commence at the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 37 North, Range 9 West, Lake County, Indiana;  
Thence run East along the South line of said quarter section a distance of 1142.57 feet;  
Thence run North 1° 06' West a distance of 1687.0 feet, run Thence North 10° 03' East a distance of 291.35 feet;  
Thence run North 25° 24' East a distance of 161.7 feet;  
Thence run North 2° 15' West a distance of 375.9 feet;  
Thence run North 31° 25' West a distance of 266.8 feet;  
Thence run North 31° 13' West a distance of 339.8 feet;  
Thence run North 43° 40' West a distance of 35.6 feet;  
Thence run North 56° 08' West a distance of 2,486.3 feet (more or less) to the P.C. of a curve. (Said P.C. being a point which is South 18° 25' West a distance of 25.0 feet from the South right of way line of the I.H.B. Railroad.)  
Thence at an angle of 15° 27' left to tangent of said curve, run along said curve (whose delta angle is 18° 12' left, tangent distance is 221.47 feet, radius is 1382.7 feet; length of arc is 439.21 feet) to the P.T. of said curve;  
Thence run parallel to the south line of I.H.B. Railroad North 89° 47' West a distance of 2742.49 feet to the P.C. of a curve;  
Thence run along said curve (whose delta angle is 41° 18' 20" to the left, tangent distance is 298.56 feet, radius is 792.20 feet, length of arc is 571.50 feet) and parallel to South right of way line of I.H.B. Railroad, to the P.C. of said curve;  
Thence turn an angle of 90° 00' to the right from tangent of said curve and run a distance of 12.5 feet to the point of beginning;  
Thence turn an angle of 90° 00' to the left and along a curve, (whose delta angle is 12° 36' to the left, tangent distance is 88.84 feet, radius is 804.70 feet, length of arc is 177.00 feet) and parallel to the South right of way line of the I.H.B. Railroad, to the P.T. of said curve,  
Thence turn an angle of 1° 49' 38" to the right (from tangent of said curve) and run parallel to the right of way line of I.H.B. Railroad, a distance of 294.77 feet to the South line of the North Half of the Northeast Quarter of Section 33, and and the point of ending.  
Said point of ending being 4.18 feet West of a 4" X 4" Concrete Monument set as a DuPont property corner and also approximately 202.0 feet East of the Northwest corner of Govt. Lot 2.

(d) The right to maintain on the surface of the way described in paragraph (b) a valve station consisting of a site fifteen (15) feet by thirty (30) feet at the location shown on the attached map. EXPLORER shall fence this area.

(e) Two (2) temporary ways consisting of fifteen (15) feet on each side of the ways granted in paragraphs (a) and (b) above for the full length thereof for the purpose of constructing the pipelines for which the ways

described in paragraphs (a) and (b) are granted.

(f) One (1) temporary way consisting of fifteen (15) feet on the south side of the way granted in (c) above for the full length thereof for the purpose of constructing the pipelines for which the way described in paragraph (c) is granted.

(g) Temporary easement measuring four hundred (400) feet east-west by six hundred (600) feet north-south located at the south end of the way described in paragraph (a) above, as shown on the attached map for the purpose of constructing the pipelines to be installed.

3. ACCESS. EXPLORER shall have the right to reach the ways herein granted across other property of DU PONT by such route or routes as may be designated from time to time by the Manager of DU PONT'S East Chicago Plant. The access shall include the right to reach the valve station from the east through DU PONT'S Plant property line fence in which EXPLORER may install a gate of a width, height and design approved by DU PONT. This gate shall be kept locked when not in use and DU PONT shall be given a key therefor in order that DU PONT may also use such gate for its purposes. All access over DU PONT'S land shall be subject to DU PONT'S reasonable safety and security rules and regulations.

4. TITLE. EXPLORER'S exercise of the rights herein granted shall be subject to all matters of record and to any state of facts that may be apparent or that an accurate survey or inspection of the land involved would disclose.

5. INSTALLATION. The construction of the pipelines to be installed in pursuance of the rights herein granted shall be such that as to those lines located in the ways granted in 2(a) and 2(b) hereof all points of the top of such lines shall be at least thirty-six (36) inches below the general existing ground level and as to those located within the way granted in 2(c) hereof all points of the top of such lines shall be at least forty-eight (48) inches below the general existing ground level. EXPLORER agrees that all work in connection with the exercise of the rights herein granted will be done in a good and workmanlike manner and in accordance with good engineering practice, and the highest standards of safety, and that all material

used in connection with the pipelines installed on the ways herein granted shall meet the highest standards necessary in order to assure the safe operation of the lines when installed. In addition, all work shall be done in such a manner as to interfere as little as possible with the other uses to which the affected area may be put and with the drainage thereon, and whenever EXPLORER exercises any of the rights herein granted it will leave the affected area in a safe and presentable condition, free of all debris and equipment.

6. MUTUAL USE. DU PONT shall have the right, and the right to grant to others the right, to use the land covered by this agreement for any purpose whatsoever, and in any manner whatsoever, that does not unreasonably interfere with the rights herein granted to EXPLORER, it being expressly agreed that DU PONT shall have the right to deposit fill to whatsoever depth DU PONT may choose on the land affected by this agreement. DU PONT agrees that it will not impound any water or construct any buildings on the area described in paragraphs 2(a), 2(b), 2(c) and 2(d) hereof.

7. TREES AND SHRUBBERY. EXPLORER shall have the right to trim or cut down and remove in a good and workmanlike manner any trees or shrubbery along the ways herein granted in paragraph 2 hereof that may interfere with the laying, operating and maintaining of said pipelines.

8. RELOCATION. In the event DU PONT has need for the whole or part of the land covered by the ways herein granted, it shall have the right, exercisable at any time and from time to time, to require the relocation in whole or in part of any or all of said pipelines. DU PONT shall notify EXPLORER of the necessity to make such relocation and EXPLORER shall make the requested change within one hundred eighty (180) days after the receipt of said notice. Any relocation on the ways granted in 2(a) or 2(b) shall be on other land of or land made available by DU PONT and shall be at DU PONT'S expense. Any relocation on the way granted in 2(c) shall be to the northward only, and shall be on land other than that owned by DU PONT, and shall be at EXPLORER'S expense. If EXPLORER fails to make any relocation requested as to the ways granted in 2(a) or 2(b), DU PONT shall have the right to do so. Upon the completion of such relocation, the parties shall execute a proper recordable instrument

amending the descriptions herein contained so as to reflect accurately the relocation. If EXPLORER fails to make any relocation as to the way granted in 2(c), DU PONT shall have the right to cut, cap and remove the line or lines described in the request.

9. ASSIGNMENT. EXPLORER shall have the right to assign the rights herein granted. If EXPLORER wishes to assign its rights to less than the full width of the ways herein granted, it may do so only with the prior written consent of DU PONT.

10. INDEMNITY AND INSURANCE.

(a) EXPLORER shall indemnify and hold DU PONT safe and harmless from and against any and all loss, cost, damage, claim, action or liability on account of the death of or injury to any person or persons, or the damage to or destruction of any property arising from or growing out of the exercise of the rights herein granted or of rights assumed in connection therewith. EXPLORER agrees to obtain and keep in force as long as the grant which is the subject of this document remains in effect a policy of public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00).

(b) EXPLORER acknowledges that the pipelines which will be installed on the ways herein granted will be in close proximity to a warehouse located on DU PONT'S property and used by it for the storage of DU PONT'S products. The quantity and value of this inventory of goods may increase due to price increases and to an increase in the size of the warehouse. To protect DU PONT'S interest and investment in this inventory as it may increase in quantity and value, EXPLORER agrees that in the event of loss or damage to the inventory of goods arising from or growing out of the exercise of the rights herein granted or of rights assumed in connection therewith, it will reimburse DU PONT upon the basis of the quoted selling price charged by DU PONT for such product sold or offered for sale in the same general area at the time of such loss, less salvage value, if any. If any product is not held for sale, the reimbursement shall be based upon DU PONT'S replacement value at the time of such loss, less salvage value, if any. EXPLORER agrees to carry insurance covering

this risk in an amount not less than Two Million Dollars (\$2,000,000.00) at the effective date of this grant. Further, EXPLORER agrees that it will increase said insurance in the amount indicated by DU PONT immediately upon receipt of written notice by DU PONT to EXPLORER that the total value of such inventory, calculated as just described, has increased.

(c) All insurance required to be carried by EXPLORER under the provisions of this section shall be issued by a responsible insurance company or companies acceptable to DU PONT and authorized to do business in Indiana. Certificates evidencing the issuance of such insurance and its continuance from time to time shall be delivered to DU PONT. DU PONT shall be named as a co-insured or otherwise adequately protected by such insurance. Each policy shall provide that it will not be terminated, cancelled or declared nonrenewable without adequate prior written notice to DU PONT. If DU PONT'S protection under any policy is otherwise than as a co-insured, the policy shall contain the insurer's waiver of its rights of subrogation against DU PONT.

#### 11. POLLUTION.

(a) EXPLORER agrees that no gas, liquid or solid will escape from any EXPLORER pipeline on DU PONT'S property.

(b) In the event of any breach of the agreement in 11(a) above, EXPLORER agrees that, without limiting any other right that DU PONT may or shall have, (1) EXPLORER will immediately cease operation of the pipeline on DU PONT'S property until such time as the escape referred to in 11(a) above shall have terminated, and (2) if DU PONT institutes an action against EXPLORER for breach of the agreement in 11(a) above, EXPLORER will concede in such action that DU PONT is entitled, among other relief, to obtain a temporary restraining order, preliminary injunction, and permanent injunction, or any of them, against such escape.

(c) EXPLORER agrees that if the presence or operation or consequences of the presence or operation of any EXPLORER pipeline on DU PONT'S property should become illegal, EXPLORER will cease and desist from using said pipeline so long as such illegality shall continue.

(d) EXPLORER agrees that if the presence or operation or consequences of the presence or operation of any EXPLORER pipeline on



DU PONT'S property should cause DU PONT to be the subject of a judicial restraining order or injunction, EXPLORER will treat such restraining order or injunction as if it were applicable to EXPLORER directly and will cease and desist from using said pipeline in order to comply with such restraining order or injunction and will take any and all steps necessary to comply with such restraining order or injunction.

(e) EXPLORER agrees that if the presence or operation or consequences of the presence or operation of any EXPLORER pipeline on DU PONT'S property should cause DU PONT to be fined, EXPLORER will pay such fine or reimburse DU PONT for the payment by DU PONT of such fine.

(f) EXPLORER agrees that DU PONT shall have the right to turn over to EXPLORER the defense of any action against DU PONT that arises out of or relates to the presence or operation or consequences of the presence or operation of any EXPLORER pipeline, and EXPLORER agrees to accept such defense and to pay any judgment or fine arising therefrom.

12. ABANDONMENT. In the event EXPLORER shall cease to use the rights herein granted for a period of two (2) consecutive years, excluding any period during which the same are not exercised due to any cause beyond the control of EXPLORER, such rights shall terminate and EXPLORER shall within one hundred eighty (180) days thereafter, at its own expense, remove all of its facilities from the property thus affected, leaving the same in a good and safe condition. Should EXPLORER fail to remove its property as hereinbefore provided, title to such property shall pass to DU PONT and DU PONT shall have the right to remove and dispose of the same at EXPLORER'S expense.

13. SUCCESSION. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, subject to the provisions of paragraph 9.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their respective proper officers thereunto duly authorized, the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: *[Signature]*

DIRECTOR, SECRETARY'S DEPARTMENT

Attest:

*L. R. Vonderly*  
Assistant Secretary

EXPLORER PIPELINE COMPANY

By: *[Signature]*

R. R. Meyer, Executive Vice President

Attest:

*A. E. Lowrey, Jr.*  
Assistant Secretary

*William C. Bailey*  
9/30/71 LEGAL DEPT

FOR CIRCULATION:

*huf* 10/3

*W. C. Bailey*

DELAWARE  
STATE OF ~~NEW CASTLE~~ I  
NEW CASTLEs  
COUNTY OF ~~NEW CASTLE~~ I

BEFORE me, the undersigned, a Notary Public in and for said County and State, this 4 TH day of OCTOBER, 1971, personally appeared E. I. DUPONT DE NEMOURS AND COMPANY by H. T. BUSH, JR. and L. R. WONDERLY, its DIRECTOR, SECY & DEPT President and ASSISTANT Secretary, respectively, and acknowledged the execution of the foregoing instrument.



Frances L. Hannott  
Notary Public

My Commission Expires Mar. 31, 1972

STATE OF OKLAHOMA I  
I ss  
COUNTY OF TULSA I

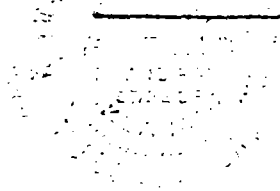
BEFORE me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 28<sup>th</sup> day of September, 1971, personally appeared R. R. MEYER, known to me to be the identical person who subscribed the name of EXPLORER PIPELINE COMPANY to the foregoing instrument as its Executive Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

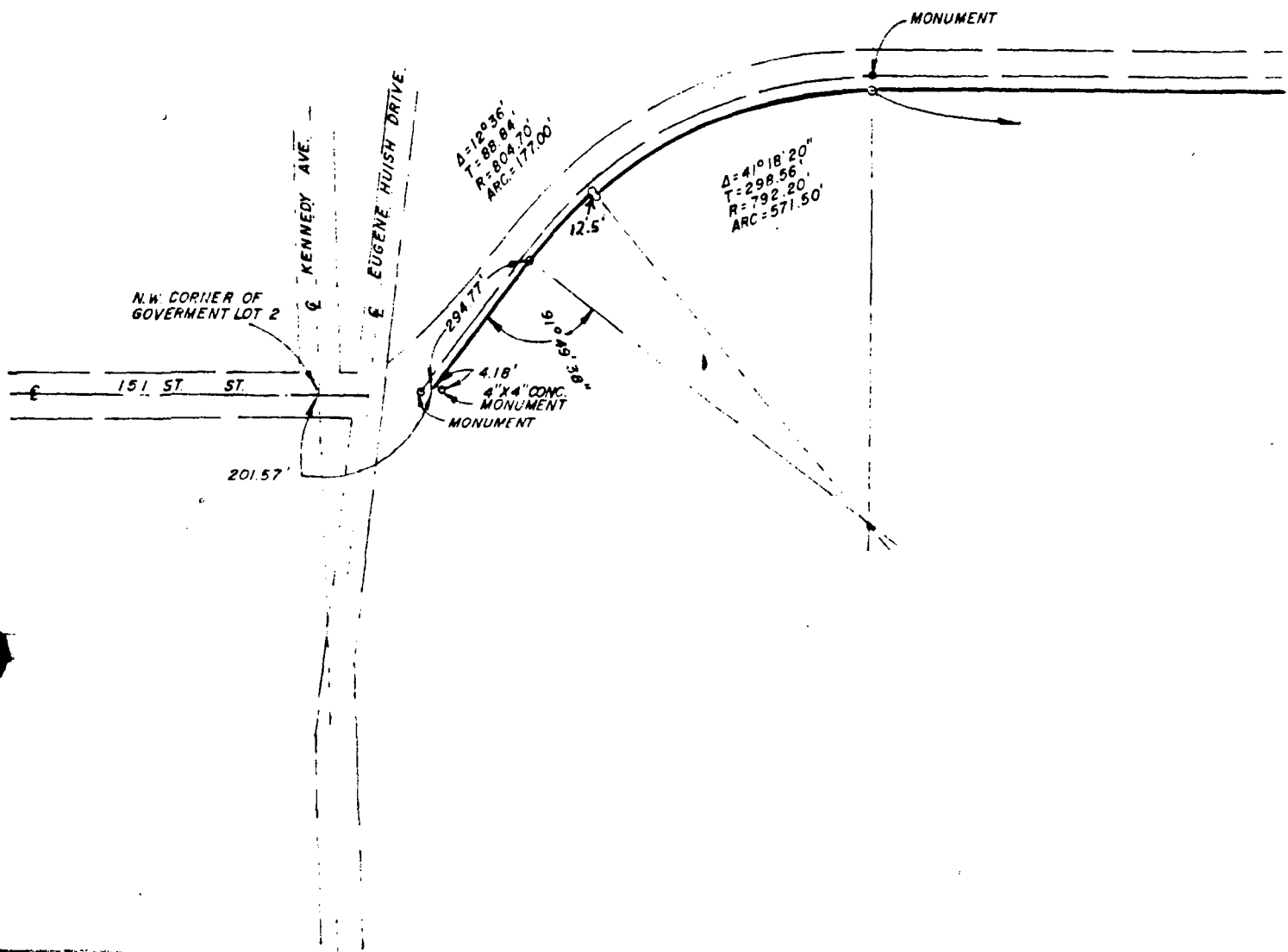
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Katherine K. Mitchell  
Notary Public

My Commission Expires:

My Commission Expires April 16, 1975





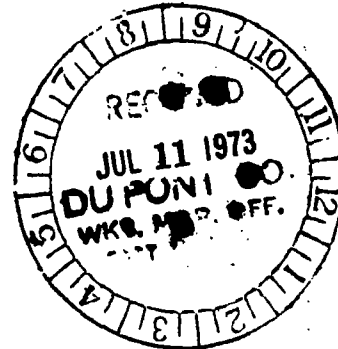


DEPARTMENT OF THE ARMY  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
219 SOUTH DEARBORN STREET  
CHICAGO, ILLINOIS 60604

NCCOD-P  
1731058

① 1502  
Orig. Permit  
sent to Thayer  
of Real Estate  
on 8/1/73  
6 July 1973

Mr. John T. Sixsmith  
Environmental Control Coordinator  
E. I. DuPont de Nemours and Company  
Industrial Chemicals Department  
5215 Kennedy Avenue  
East Chicago, Indiana 46312



Dear Mr. Sixsmith:

Referring to your application of 30 November 1972, inclosed is a permit issued 11 June 1973, authorizing the installation of two "Flextram" (polyester resin) pipes, 24 inches in diameter, to be placed and extended 33 feet and 45 feet respectively from the existing right river bank of the Grand Calumet River, Mile 333.0 and 332.7 at East Chicago, Indiana.

The District Engineer requests strict compliance with all of the terms of the permit, the requirements of the Federal Environmental Protection Agency, as applicable, and the four requirements of the Federal Fish and Wildlife Service.

If any changes in the location or plans of the work are found necessary on account of unforeseen or altered conditions, or otherwise revised plans should be submitted promptly to the District Engineer so that they may receive the approval required by law before work thereon is begun.

The work will be inspected by Mr. Ralph Houck, Project Engineer, Department of the Army, Joliet Project Office, Corps of Engineers, 622 Railroad Street, Joliet, Illinois 60434, or his authorized representative. It is requested that the Project Engineer be notified in writing at least five days in advance of the date of commencement of the work and of its completion so that inspections may be made while the work is under way and a final inspection made before the contractor has removed his equipment.

*not changed*

NCCOD-P (1731058)  
Mr. John T. Sixsmith

6 July 1973

It is requested that your project engineer or contractor, or both, be furnished a copy of the permit, and a copy of the Federal Environmental Protection Agency and Federal Fish and Wildlife Service Requirements, in order that all conditions applying to this permit be fully known and understood.

Sincerely yours,



RICHARD M. WELLS  
Colonel Corps of Engineers  
District Engineer

Incl  
Permit

11 June 1973

DEPARTMENT OF THE ARMY

PERMIT

①

1502

Referring to written request dated 30 November 1972, signed by Mr. John T. Sixsmith, Environmental Control Coordinator, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899 (33 U.S.C. 403), entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army

to install two "Flextram" (polyester resin) discharge pipes, 24 inches in diameter, 33 and 45 feet in length respectively,

in the Grand Calumet River, Right Bank, Mile 332.7 and 333.0

at East Chicago, Indiana

in accordance with the plans and drawings attached hereto marked "Proposed Outfall Construction in Grand Calumet River at East Chicago, County of Lake, State of Indiana, Application by E. I. Du Pont de Nemours and Company, Inc". Date: 30 November 1972,

subject to the following conditions:

(a) That this instrument does not convey any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws or regulations, nor does it obviate the necessity of obtaining State or local assent required by law for the structure or work authorized.

(b) That the structure or work authorized herein shall be in accordance with the plans and drawings attached hereto and construction shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the District in which the work is to be performed.

(c) That the District Engineer may at any time make such inspections as he may deem necessary to assure that the construction or work is performed in accordance with the conditions of this permit and all expenses thereof shall be borne by the permittee.

(d) That the permittee shall comply promptly with any lawful regulations, conditions, or instructions affecting the structure or work authorized herein if and when issued by the Office of Water Program of the Environmental Protection Agency and/or the State water pollution control agency having jurisdiction to abate or prevent water pollution, including thermal or radiation pollution. Such regulations, conditions or instructions in



effect or hereafter prescribed by the Federal Water Quality Administration and/or the State agency are hereby made a condition of this permit.

(e) That the permittee will maintain the work authorized herein in good condition in accordance with the approved plans.

(f) That this permit may, prior to the completion of the structure or work authorized herein, be suspended by authority of the Secretary of the Army if it is determined that suspension is in the public interest.\*

(g) That this permit may at any time be modified by authority of the Secretary of the Army if it is determined that, under existing circumstances, modification is in the public interest.\* The permittee, upon receipt of a notice of modification, shall comply therewith as directed by the Secretary of the Army or his authorized representative.

(h) That this permit may be revoked by authority of the Secretary of the Army if the permittee fails to comply with any of its provisions or if the Secretary determines that, under the existing circumstances, such action is required in the public interest.\*

(i) That any modification, suspension or revocation of this permit shall not be the basis for a claim for damages against the United States.

(j) That the United States shall in no way be liable for any damage to any structure or work authorized herein which may be caused by or result from future operations undertaken by the Government in the

public interest.

(k) That no attempt shall be made by the permittee to forbid the full and free use by the public of all navigable waters at or adjacent to the structure or work authorized by this permit.

(l) That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

(m) That the permittee shall notify the District Engineer at what time the construction or work will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of its completion.

(n) That if the structure or work herein authorized is not completed on or before 31st day of December, 1976, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

(o) That the legal requirements of all Federal agencies be met.

(p) That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require action by the Congress or other agencies of the Federal Government.

(q) That all the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

(r) That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

(s) That the permittee agree to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife and natural environmental values.

(t) That the permittee agrees that it will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

(u) That permittee understands that he must apply for and receive a permit under P.L. 92.500 authorizing any discharge or deposits into navigable waters or tributaries thereof which the permittee expects will result from operation of the permitted structure; permittee further understand that any such future application will be judged on its own merits and that construction undertaken pursuant to the terms of this permit is undertaken at the permittee's own risk and will not be a factor which will be considered in evaluating such application.

\*A judgment as to whether or not suspension, modification or revocation is in the public interest involves a consideration of the impact that any such action or the absence of any such action may have on factors affecting the public interest. Such factors include, but are not limited to navigation, fish and wildlife, water quality, economics, conservation, aesthetics, recreation, water supply, flood damage prevention, ecosystems and, in general, the needs and welfare of the people.

BY Authority of the Secretary of the Army:

*Richard M. Wells*

6 JUL 1973

RICHARD M. WELLS

DATE

Colonel, Corps of Engineers  
District Engineer

Permittee hereby accepts the terms and conditions of the permit.

*H. H. Snyder*

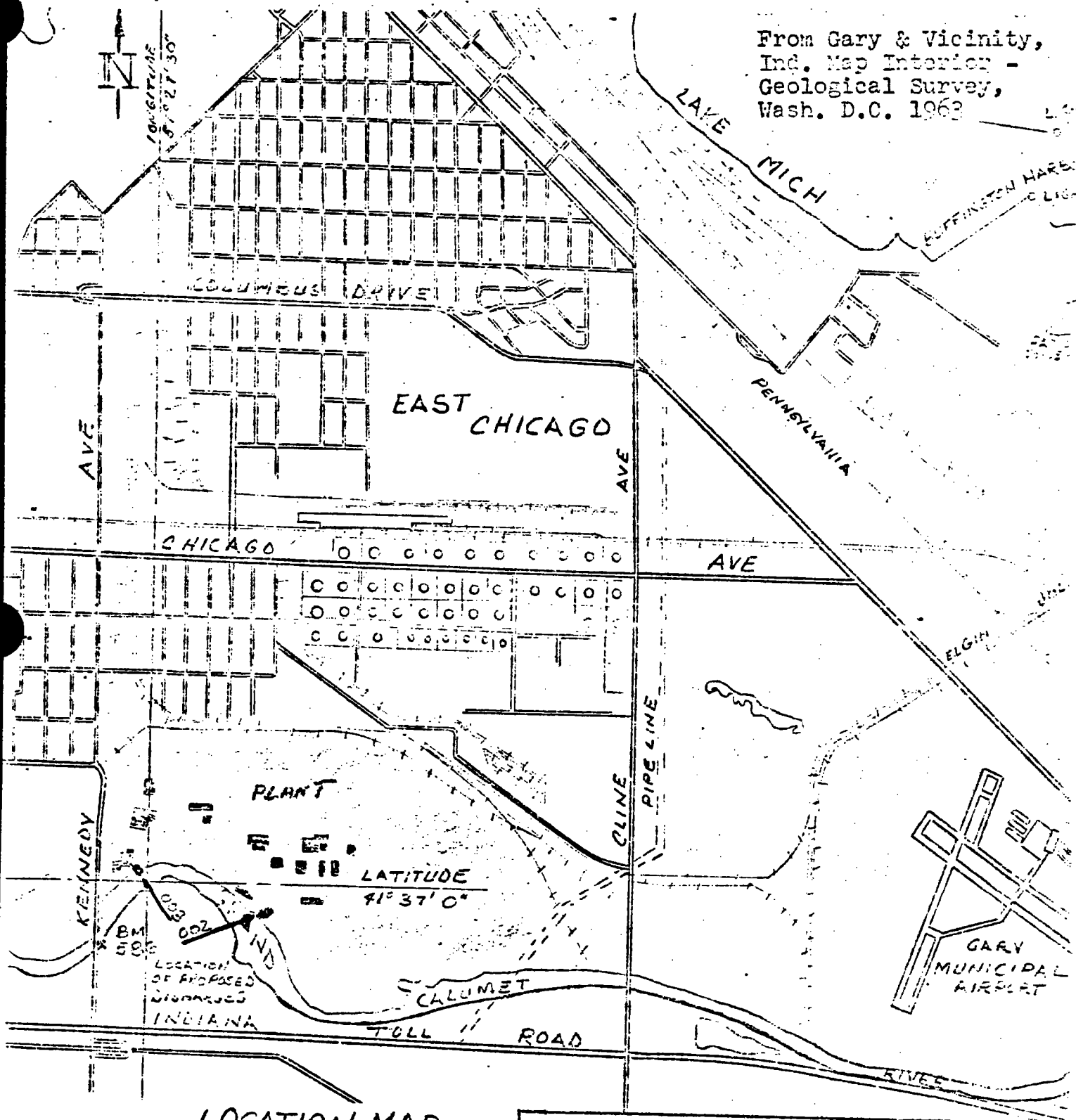
Permittee

DATE

July 2, 1973

Vice President & General Manager  
Industrial Chemicals Department  
E. I. du Pont de Nemours & Co. Inc.

From Gary & Vicinity,  
Ind. Map Interior -  
Geological Survey,  
Wash. D.C. 1963



LOCATION MAP  
0 1000' 2000' 3000'  
SCALE OF FEET

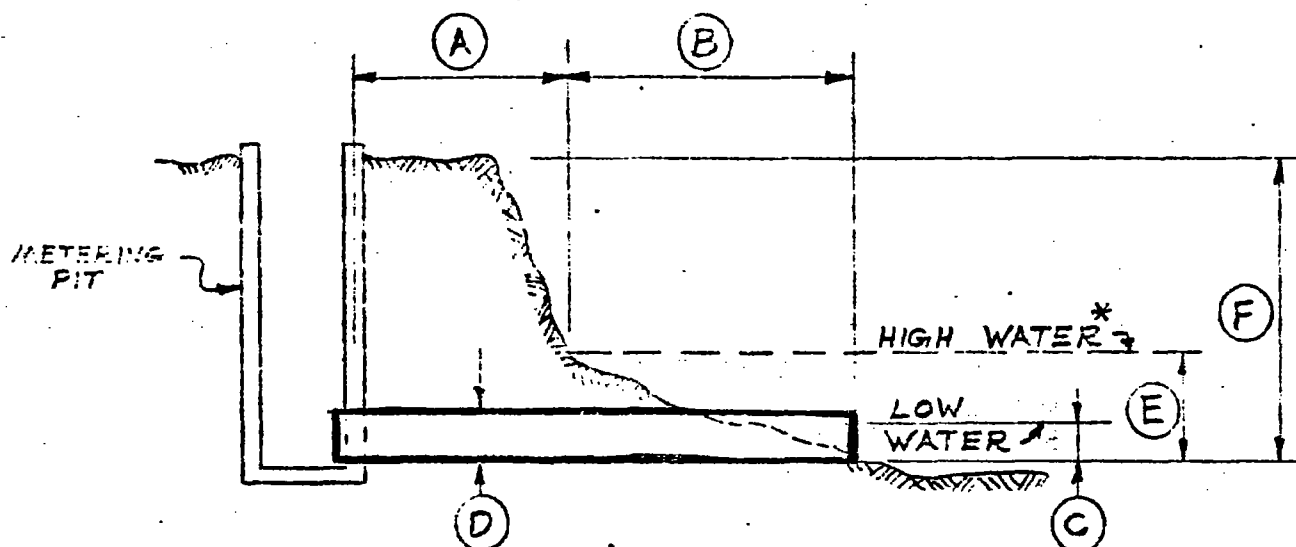
PROPOSED OUTFALL CONSTRUCTION  
IN GRAND CALUMET RIVER  
AT EAST CHICAGO  
COUNTY OF LAKE, STATE OF INDIANA

APPROVED BY BOARD OF DIRECTORS  
AND COMPANY, INC.

DATE NOVEMBER 30, 1972

EAST OUTFALL(002) 41°36'53" 87°26'58"  
EAST OUTFALL(003) 41°37'02" 87°27'28"

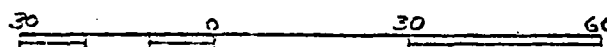
SHEET 1 of 2.



EAST OUTFALL (002) SHOWN  
WEST OUTFALL (003) SEE CHART

SCALES OF FEET

HORIZONTAL



VERTICAL



\*HIGH WATER LEVEL IS 6.2 FEET REFERRED TO LOW  
 WATER DATUM FOR LAKE MICHIGAN, ELEVATION  
 576.8 FEET, IGLD (1955).

ITEM	WEST (003) OUTFALL	EAST (002) PROPOSED OUTFALL
A	25'	33'
B	30'	45'
C	1'-6"	1'-6"
D	2'-0"	2'-0"
E	4'-4"	4'-4"
F	5'-8"	11'-10"

PROPOSED OUTFALL CONSTRUCTION  
 IN GRAND CALUMET RIVER  
 AT EAST CHICAGO

COUNTY OF LAKE, STATE OF INDIANA

APPLICATION BY E.I. DU PONT DE NEMOURS & CO., INC.

DATE NOVEMBER 30, 1972



E. I. DU PONT DE NEMOURS & COMPANY  
INCORPORATED  
EAST CHICAGO, INDIANA 46312

INDUSTRIAL CHEMICALS DEPARTMENT

September 13, 1973

Mr. Ralph Houck, Project Engineer  
Department of the Army  
Joliet Project Office  
Corps of Engineers  
622 Railroad Street  
Joliet, Illinois 60434

Dear Mr. Houck:

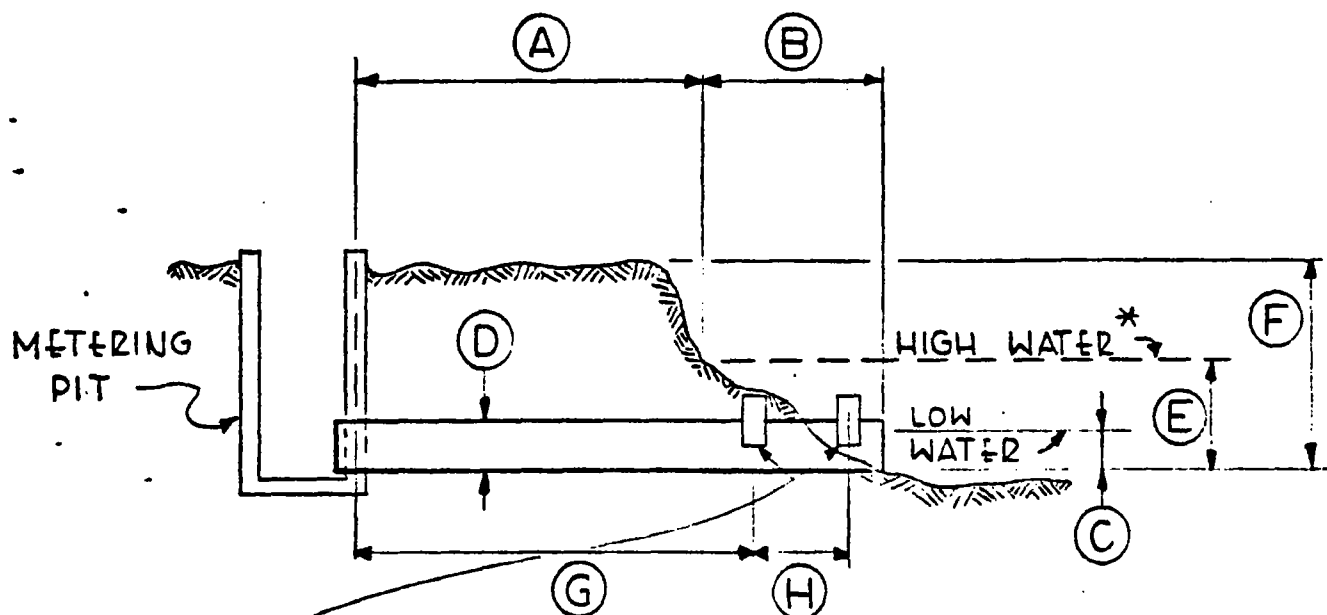
In reference to our permit authorizing the installation of two outfall pipes into the Grand Calumet River, your number NCCOD-P 1731058, Mr. Al Remar of your office told us on August 30 to send you a final "as constructed" drawing of the installation which has now been completed. We have attached such a drawing.

Yours truly,

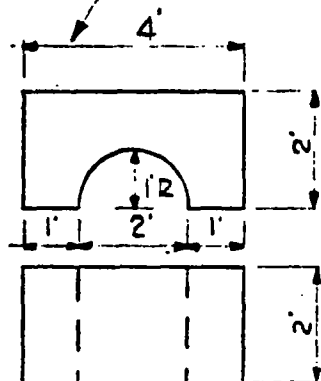
J. T. Sixsmith  
Environmental Control  
Coordinator

JTS:lcs  
Attachment

— AS CONSTRUCTED



EAST OUTFALL (002) SHOWN  
WEST OUTFALL (003) SEE CHART



CONCRETE SADDLES



SCALES OF FEET

HORIZONTAL



VERTICAL



\*HIGH WATER LEVEL IS 6.2 FEET  
REFERRED TO LOW WATER DATUM FOR  
LAKE MICHIGAN, ELEVATION 576.8  
FEET, IGLD (1955).

DIMENSIONS	WEST (003) PROCESS OUTFALL	EAST (002) PROCESS OUTFALL
A	35'	53'
B	25'	27'
C	1'-6"	1'-6"
D	2'-0"	2'-0"
E	4'-3"	4'-3"
F	8'-0"	8'-0"
G	42'-0"	61'-6"
H	8'-0"	15'-6"

OUTFALL CONSTRUCTION  
IN GRAND CALUMET RIVER  
AT EAST CHICAGO  
COUNTY OF LAKE, STATE OF INDIANA  
BY E. I. DU PONT DE NEMOURS & CO., INC.

DATE AUGUST 27, 1973





DEPARTMENT OF THE ARMY  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
219 SOUTH DEARBORN STREET  
CHICAGO, ILLINOIS 60604

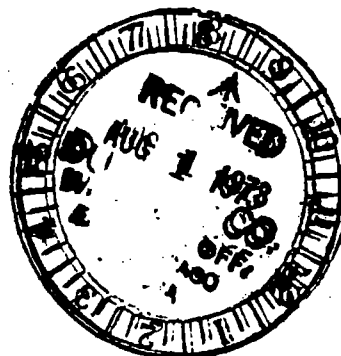
②

1502

NCCOD-P  
.1731047

27 July 1973

E. I. DuPont de Nemours and Company  
Industrial Chemicals Department  
5215 Kennedy Avenue  
East Chicago, Indiana 46312



Gentlemen:

Referring to your application dated 13 November 1972, signed by Mr. John T. Sixsmith, Environmental Control Coordinator, inclosed is a permit issued 16 July 1973, authorizing dredging of 500 cubic yards of fine limestone and river sediments to a depth of 7 feet below LWD for Lake Michigan, elevation 576.8' I.G.L.D. (1955). The work is to be accomplished with a dragline and the dredged material will be used for road improvement and deposited in a disposal area on the northeast side of the plant. This work will be conducted on the Grand Calumet River, Mile 333.0, East Chicago, Indiana.

The District Engineer requests strict compliance with all of the terms of the permit, the 6 requirements of the Federal Environmental Protection Agency and the requirements of the Indiana Department of Natural Resources.

If any changes in the location or plans of the work are found necessary on account of unforeseen or altered conditions, or otherwise, revised plans should be submitted promptly to the District Engineer so that they may receive the approval required by law before work thereon is begun.

The work will be inspected by Mr. Ralph Houck, Project Engineer, Department of the Army, Joliet Project Office, Corps of Engineers, Joliet, Illinois, or his authorized representative. It is requested that the Project Engineer be notified in writing at least five days in advance of the date of commencement of the work and of its completion so that inspections may be made while the work is under way and a final inspection made before the contractor has removed his equipment.

NCCOD-P  
1731047

27 July 1973

It is requested that your project engineer or contractor, or both, be furnished a copy of the permit, and a copy of the Federal Environmental Protection Agency and the State of Indiana, Department of Natural Resources requirements in order that all conditions applying to this permit be fully known and understood.

Sincerely yours,



RICHARD M. WELLS  
Colonel, Corps of Engineers  
District Engineer

Incl  
Permit

16 July 1973

DEPARTMENT OF THE ARMY

PERMIT

(2)

1502

Referring to written request dated 13 November 1972, signed by Mr. John T. Sixsmith, Environmental Control Coordinator, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899 (33 U.S.C. 403), entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army

to dredge 500 cubic yards of fine limestone and river sediments to a depth of 7 feet below LWD for Lake Michigan, Elevation 576.8 feet I.G.L.D. (1955)

in the Grand Calumet River, Mile 333.0

at East Chicago, Indiana

in accordance with the plans and drawings attached hereto marked "Proposed Dredging in Grand Calumet River at East Chicago, County of Lake, Indiana. Application by E. I. DuPont de Nemours & Co." Date 11/30/72 2 sheets.

subject to the following conditions:

(a) That this instrument does not convey any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws or regulations, nor does it obviate the necessity of obtaining State or local assent required by law for the structure or work authorized.

(b) That the structure or work authorized herein shall be in accordance with the plans and drawings attached hereto and construction shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the District in which the work is to be performed.

(c) That the District Engineer may at any time make such inspections as he may deem necessary to assure that the construction or work is performed in accordance with the conditions of this permit and all expenses thereof shall be borne by the permittee.

(d) That the permittee shall comply promptly with any lawful regulations, conditions, or instructions affecting the structure or work authorized herein if and when issued by the Office of Water Program of the Environmental Protection Agency and/or the State water pollution control agency having jurisdiction to abate or prevent water pollution, including thermal or radiation pollution. Such regulations, conditions or instructions in

effect or hereafter prescribed by the Federal Water Quality Administration and/or the State agency are hereby made a condition of this permit.

(e) That the permittee will maintain the work authorized herein in good condition in accordance with the approved plans.

(f) That this permit may, prior to the completion of the structure or work authorized herein, be suspended by authority of the Secretary of the Army if it is determined that suspension is in the public interest.\*

(g) That this permit may at any time be modified by authority of the Secretary of the Army if it is determined that, under existing circumstances, modification is in the public interest.\* The permittee, upon receipt of a notice of modification, shall comply therewith as directed by the Secretary of the Army or his authorized representative.

(h) That this permit may be revoked by authority of the Secretary of the Army if the permittee fails to comply with any of its provisions or if the Secretary determines that, under the existing circumstances, such action is required in the public interest.\*

(i) That any modification, suspension or revocation of this permit shall not be the basis for a claim for damages against the United States.

(j) That the United States shall in no way be liable for any damage to any structure or work authorized herein which may be caused by or result from future operations undertaken by the Government in the

public interest.

(k) That no attempt shall be made by the permittee to forbid the full and free use by the public of all navigable waters at or adjacent to the structure or work authorized by this permit.

(l) That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

(m) That the permittee shall notify the District Engineer at what time the construction or work will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of its completion.

(n) That if the structure or work herein authorized is not completed on or before 31st day of December, 1976, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

(o) That the legal requirements of all Federal agencies be met.

(p) That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require action by the Congress or other agencies of the Federal Government.

(q) That all the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

(r) That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

(s) That the permittee agree to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife and natural environmental values.

(t) That the permittee agrees that it will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality

-----  
\*A judgment as to whether or not suspension, modification or revocation is in the public interest involves a consideration of the impact that any such action or the absence of any such action may have on factors affecting the public interest. Such factors include, but are not limited to navigation, fish and wildlife, water quality, economics, conservation, aesthetics, recreation, water supply, flood damage prevention, ecosystems and, in general, the needs and welfare of the people.

BY Authority of the Secretary of the Army:

Richard M. Wells  
RICHARD M. WELLS  
Colonel, Corps of Engineers  
District Engineer

30 JUL 1973

Date

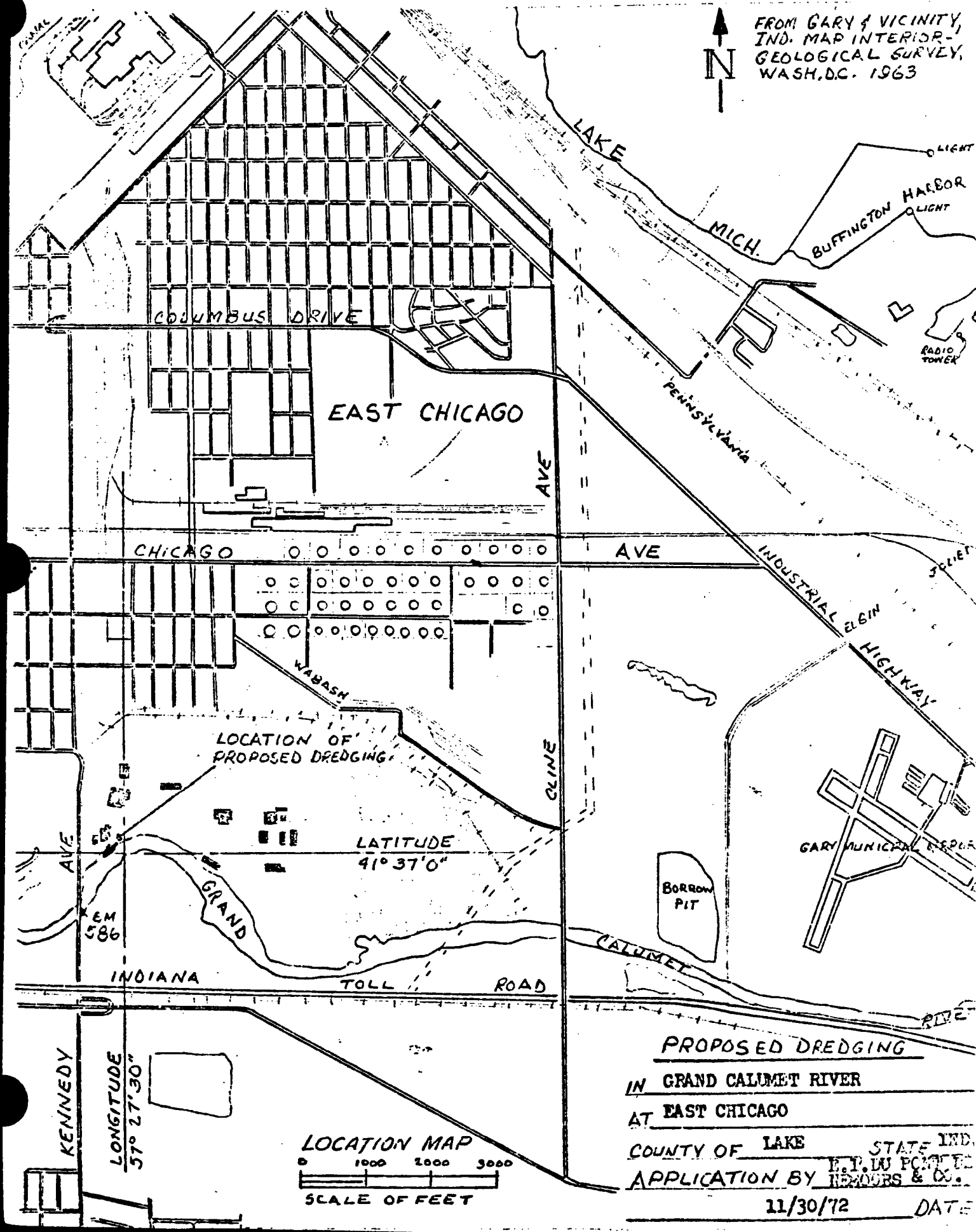
Permittee hereby accepts the terms and conditions of the permit.

HH Snyder  
Permittee

7/24/73  
Date



FROM GARY & VICINITY,  
IND. MAP INTERIOR-  
GEOLOGICAL SURVEY,  
WASH, D.C. 1963

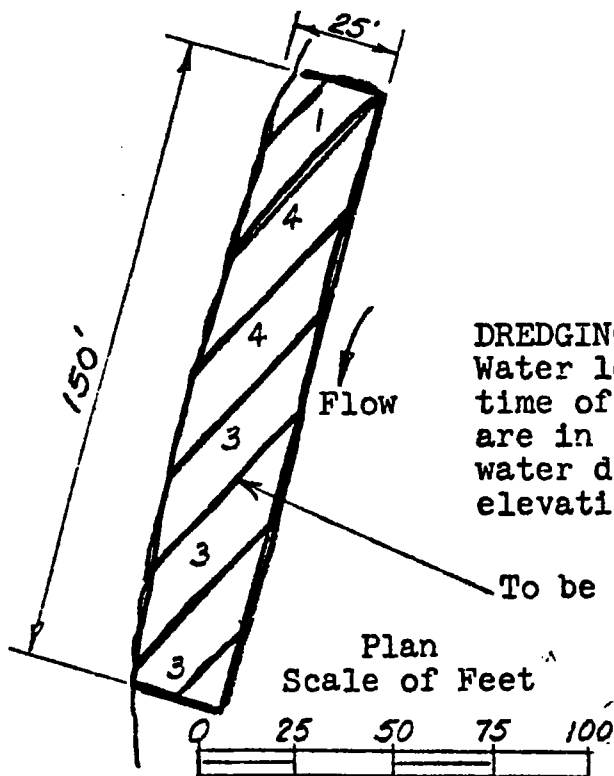


PROPOSED DREDGING  
IN GRAND CALUMET RIVER  
AT EAST CHICAGO

COUNTY OF LAKE STATE IND.  
APPLICATION BY E. J. DU PONT & CO.

11/30/72 DATE





**DREDGING AREA**  
 Water level was 580.5 ft. at time of sounding. Soundings are in feet and refer to low water datum for Lake Michigan, elevation 576.8 ft. IGLD (1955)

To be dredged to 7 feet

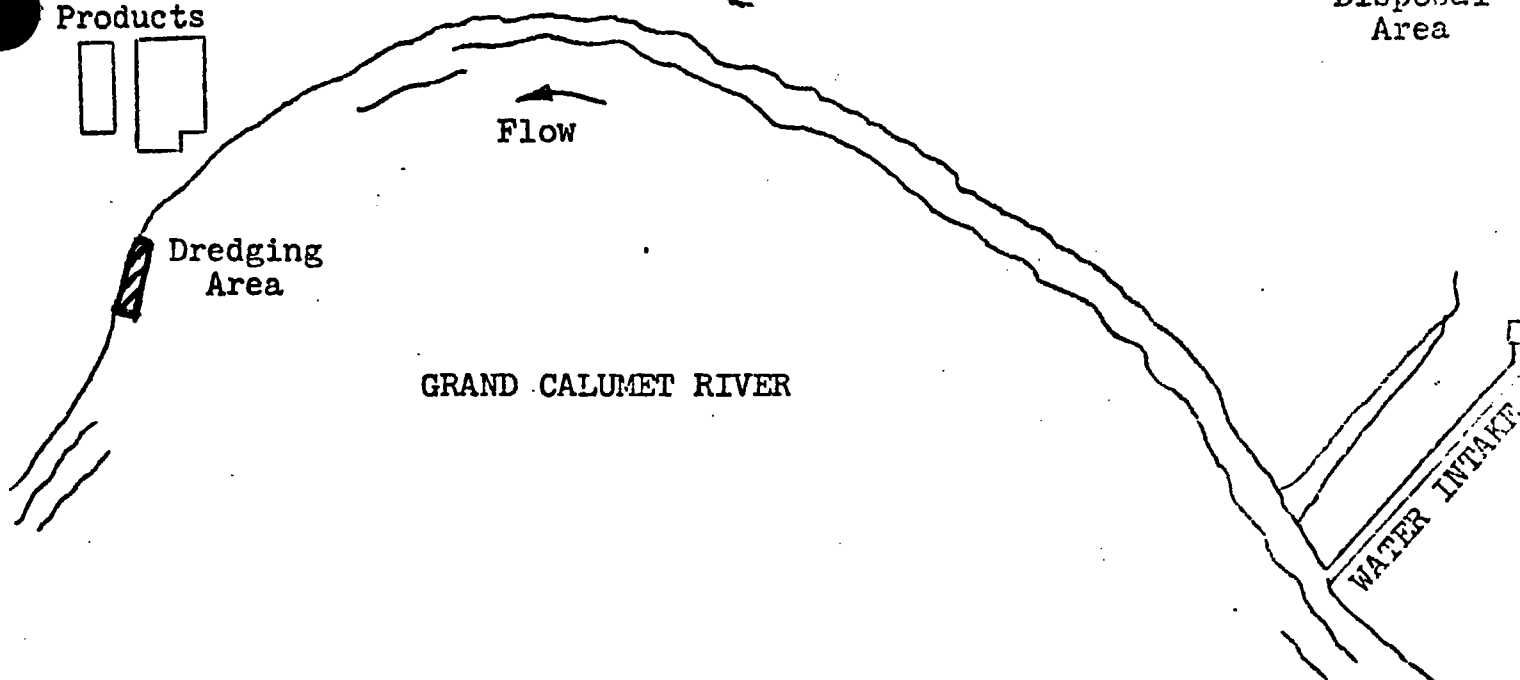
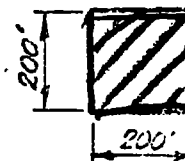


Approximately 500 cubic yards to be dredged and deposited in Plant disposal area

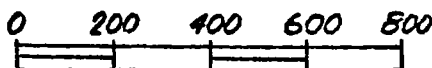
Silica Products



Disposal Area



Location Map  
 Scale of Feet



Traced from Process & Storm Sewer Map 3886

Proposed Dredging Area

IN GRAND CALUMET RIVER  
 AT EAST CHICAGO  
 COUNTY OF LAKE, STATE OF INDIANA

APPLICATION BY E.I. DU PONT DE NEMOURS & CO., INC.

DATE 11/30/72